

EXHIBIT N

LOH, PETER

From: james eckels [mailto:jamesmeckels@gmail.com]
Sent: Wednesday, December 08, 2010 4:59 PM
To: Mike Robertson; Mike Robertson
Cc: GOLDEN, BARRY; VOGEL, PETER; system.quasar; Joshua Cox; Jeff Harbin
Subject: Fwd: Recommendation of November Names to be Deleted

Mike:

As indicated below, counsel for the Receiver has authorized the deletion of 19,822 names and directed me to proceed with the process by directing Fabulous.com to NOT renew the names in the attached file "november_unwanted_domains." Peter sent this list to you under separate cover. It is the same list. Please be advised, however, that the "november_unwanted_domains" file includes 18 names that are **to be renewed**. These 18 names to be renewed are attached in the file "18.Domains.Keep.Nov." Accordingly, please **renew these 18 names**.

Thank you for your assistance in processing these deletions and renewals.

Please let me know if you have any questions or need any additional information.

Thanks,

James

----- Forwarded message -----

From: GOLDEN, BARRY <bgolden@gardere.com>
Date: Wed, Dec 8, 2010 at 4:21 PM
Subject: RE: Recommendation of November Names to be Deleted
To: james eckels <jamesmeckels@gmail.com>
Cc: Damon Nelson <ondovalimited@gmail.com>, "VOGEL, PETER" <pvogel@gardere.com>, Joshua Cox <j.cox.email@gmail.com>, "system.quasar" <system.quasar@gmail.com>

So, what you are saying is that if we do nothing today, we'll not maximize the benefit of the savings (or said another way, we will not fully preserve the value of the Receiver Assets and prevent loss). So, it looks like we'll need to make a decision now.

Based on the e-mails we've exchanged over the past two days, the memo you and Damon sent earlier (along with its attachments), and the telephone conference this morning among Damon, Peter Vogel, you, and me, the

Receiver will accept the recommendation from Damon and you. Please proceed with having the 19,840 names deleted and the 18 other names renewed.

From: james eckels [mailto:jamesmeckels@gmail.com]
Sent: Wednesday, December 08, 2010 4:14 PM
To: GOLDEN, BARRY
Cc: Damon Nelson; VOGEL, PETER; Joshua Cox; system.quasar

Subject: Re: Recommendation of November Names to be Deleted

The "downside" of not getting them the list today, is that Nov. 1st names will be renewed, so that a few low monetizer names get renewed. Tomorrow, the Nov. 2nd names get renewed, etc. So the sooner we get approval to delete them, the more money we save.

As for the spreadsheet, I've asked the Programmer about it and maybe Damon can weigh in on it as well.

The problem is that each domain is unique. Filtering for names earning less than \$1000 is a script that can be applied to all of the names, but getting the specific data for each name in the "do not renew" list, requires that each name be specifically listed in the filter. This can be accomplished en masse only if this list were identified as a group in the filtering program, which is what I think what the programmer will have to do. Whether this is something that the database is capable of doing (we've never done it yet, so I'm not sure if it was constructed with this function in mind) and how long it will take is unknown at this time.

My recommendation is to create the functionality for future "culls" of names, but to approve the list as it stands now so that we realize the maximum benefit of the savings.

James

On Wed, Dec 8, 2010 at 3:53 PM, GOLDEN, BARRY <bgolden@gardere.com> wrote:

Understood.

What's our time frame looking like. I know you said this was time sensitive. When is the Receiver's drop dead date/time to approve the deletions? If we have some breathing room, I'd ideally like to get the requested spreadsheet. If not, then we'll have to make that call then.

From: james eckels [mailto:jamesmeckels@gmail.com]
Sent: Wednesday, December 08, 2010 3:51 PM
To: GOLDEN, BARRY
Cc: VOGEL, PETER; LOH, PETER; Joshua Cox; Damon Nelson; system.quasar

Subject: Re: Recommendation of November Names to be Deleted

But it may not be based on 12 months of stats. These names were culled from the aggregate looking backwards 12 months.

On Wed, Dec 8, 2010 at 3:48 PM, GOLDEN, BARRY <bgolden@gardere.com> wrote:

I thought at some point, I saw an Excel spreadsheet with all 200,000 plus domain names and their specific revenues. Damon—is this something you have?

From: james eckels [mailto:jamesmeckels@gmail.com]
Sent: Wednesday, December 08, 2010 3:45 PM

To: GOLDEN, BARRY
Cc: VOGEL, PETER; LOH, PETER; Joshua Cox; Damon Nelson

Subject: Re: Recommendation of November Names to be Deleted

Barry:

Not sure I can generate a list of this many names with this info. on it (specific revenue for each name) in such a short time frame. Its one thing to filter from the aggregate, but to "reverse filter" from the name is a different request. In other words, I think to get the info. you'd want, someone would have to manually enter each domain to generate its stat report.

I've asked the Programmer if he is able to generate this report and will advise accordingly.

James

On Wed, Dec 8, 2010 at 2:43 PM, GOLDEN, BARRY <bgolden@gardere.com> wrote:

James,

I need a little more information. Specifically, can you please circulate a chart of the specific revenue for each of the 19,840 domain names Damon and you are recommending for deletion? Then, please walk me through the math showing how (a) the benefit to deleting those names (maintenance fees minus revenues—which should come out to a positive number, I assume), versus (b) the cost of maintaining those names (revenues minus maintenance fees—which should come out to a negative number, I assume).

It would probably make sense if you incorporate this information into the Memo, and recirculated a new version, along with the appropriate attachments.

Barry

From: james eckels [mailto:jamesmeckels@gmail.com]
Sent: Wednesday, December 08, 2010 2:27 PM
To: GOLDEN, BARRY
Cc: VOGEL, PETER; LOH, PETER; Joshua Cox; Damon Nelson
Subject: Recommendation of November Names to be Deleted

Barry:

In furtherance of our discussion this morning, attached to this message is a memorandum summarizing our recommendation to delete 19,822 domains that expired during the month of November.

The attached .csv file identified 19,840 names to be deleted.

The attached .xls file identifies 18 names to be remove from the .csv list.

Upon receipt of the Receiver's approval to delete these names, I will either remove the 18 from the larger list or send both lists to Fabulous.com to process the deletions/renewals.

Please let me know if you have any questions or need any additional information.

Thanks,

James M. Eckels, Esq.

Dallas, TX

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972 439 1882 office

jamesmeckels@gmail.com

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EXHIBIT O

LOH, PETER

From: Joshua Cox [j.cox.email@gmail.com]
Sent: Friday, December 10, 2010 2:26 PM
To: GOLDEN, BARRY
Cc: 'James eckels'; VOGEL, PETER; LOH, PETER; 'Jeff Harbin'; 'Sherman Corky'; 'Urbanik, Raymond'; 'Roossien, Dennis'; BLAKLEY, JOHN DAVID
Subject: RE: subpoena compliance

My client is Novo Point, LLC, which has reserved its right to object to the appointment of a Receiver over its affairs. As you know the Order Appointing Receiver does not name Novo Point, LLC, and your Motion to Clarify that order has not yet been heard or granted. I have not and do not represent Jeffrey Harbin personally.

I am available to discuss at your convenience.

Joshua Cox
682.583.5918

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Friday, December 10, 2010 1:39 PM
To: 'Joshua Cox'
Cc: James eckels; VOGEL, PETER; LOH, PETER; Jeff Harbin; 'Sherman Corky'; 'Urbanik, Raymond'; 'Roossien, Dennis'; BLAKLEY, JOHN DAVID
Subject: FW: subpoena compliance
Importance: High

Mr. Cox,

I think there is some serious confusion here. I thought you were the Receiver's attorney. Your correspondence, however, makes it look like you perceive the Receiver as your opponent.

Under the Receiver Order, the Receiver controls Quantec, LLC and Novo Point, LLC. The Receiver has not subpoenaed Quantec, LLC and Novo Point, LLC. Rather, the Receiver has subpoenaed Jeffrey Harbin, an individual who, as an employee for one of the Receiver Parties, is under an obligation to comply with the Receiver Order and follow instructions of the Receiver.

Mr. Harbin has flagrantly disregarded the Receiver's requests to aid him accessing Receiver Assets. Mr. Harbin has refused to return phone calls and has ignored e-mails. The Receiver needs Mr. Harbin to come to the bank, but Mr. Harbin is acting adverse to the Receiver.

The Receiver doesn't believe a subpoena is even necessary to get Mr. Harbin to appear at the bank, since Mr. Harbin is obligated under the Receiver Order to appear at the bank based solely on the Receiver's e-mail requests and phone calls. But before the Receiver considers whether he'll need to move against Mr. Harbin for contempt of the Receiver Order for failing to comply with the Receiver's requests, the Receiver will make all reasonable attempts to obtain his

compliance without Court intervention. Hence, the extra—albeit unnecessary—step of the subpoena.

The Receiver is unsure what your role is here and whom you now claim to represent. The Receiver understood that you were an attorney for Quantec, LLC and Novo Point, LLC, and as such, you would report to the Receiver. In other words, the Receiver thought you were his attorney. Indeed, you sent the Receiver an invoice the other day for work, including work performed after the issuance of the Receiver Order. So, are you also claiming to represent Jeffrey Harbin with relation to opposing the Receiver's subpoena? Are you, the Receiver's attorney, also aiding Mr. Harbin in not complying with the Receiver's requests? Because if you are, that sounds like a pretty obvious conflict to me.

To be clear, Mr. Harbin shall appear at BBVA Compass Bank at 9:00 a.m. on December 13, 2010 and assist the Receiver in allowing the Receiver access to Receiver Assets. Should Mr. Harbin fail to comply, the Receiver will consider whether to seek Court intervention.

And the Receiver would also like your position on whom you actually represent before the end of today.

Barry Golden
Counsel for the Receiver

From: Joshua Cox [mailto:j.cox.email@gmail.com]
Sent: Friday, December 10, 2010 1:14 PM
To: GOLDEN, BARRY; LOH, PETER
Cc: 'james eckels'
Subject: subpoena compliance
Importance: High

Gentlemen,

My client respectfully requests that you agree to delay compliance with the attached subpoena until after the Court has ruled on the Receiver's Motion to Clarify next Friday, December 17, 2010. If agreeable, please sign the attached Rule 11 agreement and return to me via email today.

If you have any questions I am available this afternoon to discuss.

Regards,

Joshua Cox
682.583.5918

EXHIBIT P

LOH, PETER

From: Joshua Cox [j.cox.email@gmail.com]
Sent: Tuesday, December 14, 2010 7:04 PM
To: GOLDEN, BARRY; 'Gary Schepps'; tpj@dfwlawyer.com; 'Jeff Harbin'; 'Jeff Baron'
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; 'Urbanik, Raymond'; 'Corky Sherman'; 'Damon Nelson'
Subject: RE: Potential Expiration of 36,000 Domain Names

Were the November deletions processed as anticipated? It was my understanding that culling the portfolio was going to save the LLCs a net amount of \$131,000 on the November renewals, and we could expect similar savings for December renewals when those are culled. That's approximately \$260,000 total net savings that could go toward paying the registration fees.

Joshua Cox
682.583.5918

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Monday, December 13, 2010 5:14 PM
To: 'Gary Schepps'; 'tpj@dfwlawyer.com'; 'Joshua Cox'; 'Jeff Harbin'; 'Jeff Baron'
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; 'Urbanik, Raymond'; 'Corky Sherman'; 'Damon Nelson'
Subject: Potential Expiration of 36,000 Domain Names

Mr. Jackson, Mr. Cox, Mr. Schepps, Mr. Harbin, and Mr. Baron:

On behalf of the Receiver, I am writing to you because your refusal to allow the Receiver to have access to Mr. Baron's accounts is about to cause the loss of approximately 36,000 domain names.

Mr. Jackson's December 10, 2010 letter (attached to this e-mail) makes two important statements: (1) "Quantec, L.L.C. and Novo Point, L.L.C. are ongoing, operational businesses with ongoing operating expenses" and (2) "it is necessary to prepay Fabulous.com for registration fees in the following approximate amounts: Quantec, LLC \$100,000 . . . Novo Point, LLC \$25,000." The Receiver agrees generally with those statements, except that Mr. Jackson's approximate amounts owed to Fabulous.com are way too low. Here is why.

Prior to the transfer of the domain names to Fabulous.com, the amount of \$614,096.26 was wired to Fabulous.com. That amount was used to pay:

- | | | |
|-----|---|--------------------------------|
| (1) | Bulk Transfer Fee | \$50,000; |
| (2) | November renewal fee | \$341,094.06; |
| (3) | A partial amount of the December renewals fee | \$223,002.20 (out of the total |
- December renewal fee of \$326,059.80).

\$614,096.26 (paid to

Fabulous.com)

For the remainder of the December renewal fee, which is already overdue, Fabulous.com is still owed \$103,057.60. For the January renewal fee, which will become due on December 20, 2010, Fabulous.com will be owed another \$170,924.22. Thus, as of December 20, 2010, Fabulous.com will be owed a total of \$273,981.82.

Currently, there are approximately 42,000 names set to expire on December 20, 2010. Unless Fabulous.com is paid \$273,981.82 by December 20, 2010, approximately 36,000 of those names will, in fact, expire (i.e., no funds will exist to renew 36,000 of the 42,000 domain names, but by allowing those approximately 36,000 names to expire, there will then be sufficient funds to renew 6,000 of the 42,000 other domain names).

So, where may the Receiver obtain the funds necessary to pay Fabulous.com? Below are two potential sources of funds.

1. The Baron Accounts? The most immediate source of potential funds to pay the amounts due to Fabulous.com would be from Mr. Baron's and his companies' various accounts (the "Baron Accounts"). For at least two of the Baron Accounts (whose amounts the Receiver believes to total more than \$200,000), Jeff Harbin must appear at the bank and provide the Receiver with written authorization. Last week, Mr. Harbin refused to appear at the bank voluntarily. This morning, Mr. Harbin refused to appear at the bank notwithstanding a subpoena from the Receiver directing him to do so. This conduct is both in direct contravention of the Court's Receiver Order (and therefore subject to a potential motion for sanctions) and counterproductive to the Receiver's job of maintaining the Receiver Assets:
2. The monetizers? A second potential source of funds to pay the amounts due to Fabulous.com would be from the monetizers. Unfortunately, at least one of the monetizers, Hitfarm, has already advised the Receiver that Hitfarm will not remit funds to the Receiver absent express written permission by Mr. Baron or one of his attorneys. The Receiver is investigating whether the other monetizers are taking the same position. Assuming that to be the case, the monetizers will presumably be remitting the funds to certain of those same Baron Accounts for which you have denied the Receiver access.

In short, because you have denied the Receiver access to the Baron Accounts, the Receiver is facing serious and immediate cash-flow problems. For the Receiver to access the Baron Accounts and actually make those payments and renew those domain names, your cooperation and compliance with the Receiver Order is required. Unless you allow the Receiver access to the Baron Accounts—which you have thus far blocked—your interference will directly cause the loss of approximately 36,000 domain names.

Hopefully, you will reconsider the position you have taken and will allow the Receiver access to the Baron Accounts so that the Receiver may perform the job that the Court ordered him to do.

Barry Golden
Counsel for the Receiver
214.999.4746

EXHIBIT Q

LOH, PETER

From: GOLDEN, BARRY
Sent: Tuesday, December 14, 2010 6:11 PM
To: 'Tom Jackson'; 'Joshua Cox'; 'Gary Schepps'; 'Jeff Harbin'; 'Jeff Baron'
Cc: LOH, PETER; BLAKLEY, JOHN DAVID; 'Corky Sherman'; 'Urbanik, Raymond'; 'Damon Nelson'
Subject: RE: expiring domain names
Attachments: Re: E-mail to Mr. Jackson

Mr. Jackson,

Thank you for your response.

As a starting point, the Receiver notes that you have not answered the questions the Receiver previously posed to you in the attached e-mail. Please let me know when the Receiver shall expect to receive responses (although question 7.a. appears to be moot based on the Court's Order from earlier today).

The Receiver also notes that you did not respond to his prior offer for a face-to-face meeting with counsel. Specifically, on Friday afternoon, I offered to clear my own schedule and meet with you on Monday, and yet you did not respond (although you spend time working on this case, as demonstrated by your filings). In any event, my offer is still open. Would you care to meet with me tomorrow? Or Thursday? If we meet face-to-face (an offer that neither Mr. Schepps nor Mr. Baron accepted previously), we might be able to shake hands, meet as professionals, and work together to jointly accomplish goals.

As for responding to your e-mail, I'll attempt to address everything piece by piece.

Beginning of First Paragraph.

Peter Loh tells me that your first paragraph is riddled with inaccuracies. It seems that his recollection of the telephone conversation was much different than your recollection—both as to the length of the conversation (he recalls it being much shorter) and the substance (especially the incorrect implication that certain monies would go to a Gardere trust account—which he says he did not imply). I wasn't a party to that conversation, so we'll just need to agree to disagree about these disputed historical facts.

End of First Paragraph and Beginning of Second Paragraph.

The end of the first paragraph and the beginning of second paragraph of your e-mail include mostly your observations that we did not inform you about the 36,000 domain names that are expiring until we informed you about the 36,000 domain names that are expiring. Your historical observation is duly noted. More importantly, everyone on this e-mail is on notice now.

End of Second Paragraph.

Below are additional questions that the Receiver poses to you about the 7,000 names that you contend need or needed to be jettisoned.

1. What are the 7,000 names that you contend need or needed to be jettisoned?
2. Who determined the 7,000 names that you contend need or needed to be jettisoned?
3. When was the determination made of the 7,000 names that you contend need or needed to be jettisoned?
4. To whom (including the Receiver, if that is your contention) was it communicated that there are 7,000 names that you contend need or needed to be jettisoned?
5. When were the communications that there are 7,000 names that you contend need or needed to be jettisoned made?
6. Are these 7,000 domain names that you contend need or needed to be jettisoned among the domain names that are "unique and once lost cannot be replaced," as described in Mr. Baron's declaration dated December 10, 2010?
7. Are these 7,000 domain names that you contend need or needed to be jettisoned among those names that "present[] a unique business opportunity based upon the uniqueness of the names," as described in Mr. Baron's declaration dated December 10, 2010?
8. Are these 7,000 domain names that you contend need or needed to be jettisoned among those names for which "[t]here is no legitimate or lawful basis to liquidate," as described in Mr. Baron's declaration dated December 10, 2010?
9. Are you proposing that the Receiver authorize the non-renewal of these domain names?

Third Paragraph.

Let me see if I can address each of your questions to the Receiver:

- 1. Please advise the Receiver's position on the management and deletion of domain names? How does he propose to implement this?**

Those are pretty general questions, so the Receiver will need more specifics. Discussion on this topic will probably flow smoother if we can speak, as opposed to sending e-mails. When we speak, perhaps you can reconcile the position Mr. Baron apparently takes in his declaration (that he swears that no names whatsoever should be deleted) with your statements (that thousands of names should, in fact, be deleted if they are not economically viable). We are happy to discuss what we perceive as a mixed message from your camp.

- 2. The Receiver may be guilty of gross mismanagement if, in fact, these companies fail or are severely damaged by his inability or failure to properly manage these names.**

This is not a question, but your threat of civil liability against the Court-appointed Receiver is duly noted. Mr. Schepps made threats as well, although his were targeted against me personally (the Receiver's counsel), and apparently referred to the Nuremberg Tribunal. All duly noted.

- 3. In this regard, I understand that the Receiver has shut down a working capital financing that would allow my clients to preserve a substantial body of the valuable names. Is this true?**

I'm not sure what this means—"shut down a working capital financing that would allow my clients to preserve a substantial body of the valuable names." Please rephrase, since I don't know what you are asking, and then I will attempt to respond.

- 4. Also, the Receiver has instructed the registrar not to follow, act on or otherwise perform any requests made by Mr. Harbin on behalf of Quantec, LLC and/or Novo Point LLC. Does Mr. Vogel believe he has the technical expertise or ability to properly manage these domain names?**

I will check with Mr. Vogel on his personal opinions of his skill set. Per the Court's Receiver Order, the Court appears to have confidence in Mr. Vogel's technical expertise. You are certainly welcome to raise that issue on Friday with the Court, and advise the Court if you believe that the Court erred in ordering that the Receiver be Mr. Vogel, as to someone whom you believe would be better qualified.

- 5. Does he plan to hire someone who does?**

Pursuant to the Receiver Order, the Receiver may hire Professionals. The Receiver expects to formally retain Damon Nelson (whom the Receiver understands has already been retained by the Trustee). Prior to formal

retention, the Receiver has already been working with Mr. Eckels on these matters and will continue to do so.

- 6. If not, why has he not reached out to Mr. Harbin, a contract employee, in order to maximize value, or at least maintain value, until the due process questions are sorted out?**

Again, the Receiver expects to retain Damon Nelson (whom the Receiver understands has already been retained by the Trustee). Prior to formal retention, the Receiver has already been working with Mr. Eckels on these matters and will continue to do so.

With respect to Mr. Harbin, although he was initially cooperative (he met in person with James Eckels and Peter Loh), Mr. Harbin has since failed to return phone calls or e-mails, including e-mails I have sent him *specifically about Quantec, LLC staffing issues*. If Mr. Harbin is now willing to speak with the Receiver or his counsel, the Receiver will be happy to discuss Mr. Harbin's potential role as a retained Professional. Would Mr. Harbin like me to set up a call for tomorrow?

- 7. Mr. Harbin was devoting 3 to 4 hours per day to my clients. Does Mr. Vogel believe he can do it more efficiently without using Mr. Harbin?**

Before answering that question, we would need to have a conversation with Mr. Harbin to obtain details on what he was doing for 3 to 4 hours per day. We are ready and willing to speak with Mr. Harbin at his convenience.

Fourth Paragraph.

I understand your position that you think the domain names are not in jeopardy before Friday's hearing. Hopefully, you'll meet with me before that point anyway, and we can figure out how to maximize the value of the Receiver Assets—a goal shared by everyone's clients. As to your comment that the your purported clients will not be “blindly following orders,” that is a matter that the Court can and (I expect will) address, especially as it applies to the Court's own orders.

Barry Golden
Counsel for the Receiver

From: Tom Jackson [mailto:tpj@dfwlawyer.com]
Sent: Tuesday, December 14, 2010 4:45 PM
To: GOLDEN, BARRY; 'Joshua Cox'; 'Gary Schepps'; 'Jeff Harbin'; 'Jeff Baron'
Cc: LOH, PETER; BLAKLEY, JOHN DAVID; 'Corky Sherman'; 'Urbanik, Raymond'; 'Damon Nelson'
Subject: re: expiring domain names

Mr. Golden,

As you are aware, I spoke with counsel for the Receiver, Peter Loh, on Friday, December 10, to discuss these matters. At no time during the course of the approximately 30 minute conversation, wherein he declined my offer to freeze the accounts of Quantec, LLC and Novo Point LLC, did he mention that 36,000 domain names were at risk to expire. When I advised him that I was filing an objection and Motion to Quash pursuant to rule 45, he declined my offer to defer this matter until the hearing simply stating that he was opposed. In fact, when I asked where the money was being transferred to, he seemed to become indignant and declined to tell me other than to imply that it would go into the Gardere trust account. Had he advised that the domain names were at risk, I believe he should have been able to infer from the tenor of our conversation that we would be agreeable to using these accounts to pay past due amounts to maintain the names that have commercial value, i.e. an estimated value in excess of renewal fee. I believe this also would be confirmed by my correspondence of later that afternoon wherein I proposed that certain expenses needed to be paid, and which correspondence you referred to in your email of 12/13. As an aside, your initial response to my correspondence of 12/10, which came in at 5:56 p.m. that day, made no mention of the expiring domain names.

As you are also aware, payment to maintain the domain names is due on the 20th of the month preceding the month in which they are set to expire per paragraph 3.5.2 of the contract with Fabulous. As you may also be aware, both companies at issue have elected the "auto-renewal" provision per paragraph 3.5 of the contract. My clients believed there were sufficient funds for auto-debiting to handle the December renewals on November 20th. This would be post deletion of non-commercially valued names. You now advise there was not, but this was not mentioned by Mr. Loh in our conversation, or by you in your correspondence of 12/10. Also, nowhere in your correspondence is there any mention of the fact that these names need to be managed. That is, on an ongoing basis, Mr. Harbin, as alluded to above, is required to determine the relative commercial value of groups of names to the end that the sum of \$7.62 per is not wasted on names without that value. To this end, I am advised that there are approximately 7000 names that need or needed to be jettisoned in order to better preserve what cash remains.

Please advise the Receiver's position on the management and deletion of domain names? How does he propose to implement this? The Receiver may be guilty of gross mismanagement if, in fact, these companies fail or are severely damaged by his inability or failure to properly manage these names. In this regard, I understand that the Receiver has shut down a working capital financing that would allow my clients to preserve a substantial body of the valuable names. Is this true? Also, the Receiver has instructed the registrar not to follow, act on or otherwise perform any requests made by Mr. Harbin on behalf of Quantec, LLC and/or Novo Point LLC. Does Mr. Vogel believe he has the technical expertise or ability to properly manage these domain names? Does he plan to hire someone who does? If not, why has he not reached out to Mr. Harbin, a contract employee, in order to maximize value, or at least maintain value, until the due process questions are sorted out? Mr. Harbin was devoting 3 to 4 hours per day to my clients. Does Mr. Vogel believe he can do it more efficiently without using Mr. Harbin?

As for the 36,000 domain names set to expire, paragraph 3.8 of the contracts provides for a 33 day "Registrar Hold Period" beginning on the day the registration period for the registered name expires. Paragraph 3.9 provides an additional 5 day grace period before the registrar shall request the registry to delete the expiring registered name. Paragraph 3.10 provides for an additional 30 day "Redemption Grace Period." Since the 11/20 payment applies to December expirations per the contract, one should conclude that the earliest that a domain name could be lost without incurring additional fees would be 33 days from 12/1/10, or January 2, 2011. An additional \$29.95 extends the date to 1/7, and \$100.00 redeems the name 30 days after that. Unless the contract is not being followed, I would not think the domain names are in jeopardy before Friday's hearing. Also, to reiterate, my clients stand willing to cooperate with the receiver to the end that value in these companies may be preserved. Please be advised that cooperation does not include blindly following orders.

Tom Jackson
Law Offices of Thomas P. Jackson
4835 LBJ Frwy, Suite 450
Dallas, Texas 75244
972-387-0007
972-387-8707 fax

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Tuesday, December 14, 2010 9:19 AM
To: 'tpj@dfwlawyer.com'; 'Joshua Cox'; 'Gary Schepps'; 'Jeff Harbin'; Jeff Baron
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; Corky Sherman; 'Urbanik, Raymond'; 'Damon Nelson'
Subject: Diversion of Hitfarm Revenue to the Receiver

Mr. Jackson, Mr. Cox, Mr. Schepps, Mr. Harbin, and Mr. Baron:

As a follow-up to my e-mail from yesterday evening, your refusal to allow the Receiver access to Receiver Assets, including certain accounts, has put the Receiver in a cash crunch, so that the Receiver will be unable to pay Fabulous.com amounts owed and coming due. And this failure to pay Fabulous.com those amounts will lead to non-renewal of approximately 36,000 domain names. The Receiver again instructs you to provide him access to those accounts, so that he can pay Fabulous.com and renew the domain names.

Per the e-mail chain below, the Receiver is further instructing you to provide Fabulous.com with written authorization to Don Ham at Hitfarm for Hitfarm to divert amounts that Hitfarm would otherwise be sending to a certain bank account that was previously accessible to Mr. Baron (but that is now frozen) to a different bank account that is currently accessible to the Receiver. Your failure to comply with this instruction will be a violation of the Receiver Order and will also be the reason why the 36,000 domain names will expire.

Barry Golden
Counsel for the Receiver

-----Original Message-----

From: Don Ham [mailto:dham@reinvent.com]
Sent: Friday, December 10, 2010 2:51 PM
To: LOH, PETER
Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly Janes-Reinvent"@mail.reinvent.com
Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due by 11:00 a.m. on 11/29/10

Hi Peter,

Hitfarm will not divert any money earned without consent from BOTH Mr. Baron or one of his attorneys/representatives AND the Receiver, we will continue to make regular payments to current payment details. Hitfarm will not divert payments unless we have express consent from the Receiver.

Thanks,

Don Ham
Reinvent.com

LOH, PETER wrote:

>
> Don:
>
>
>

> Perhaps I was not clear with my first question. I want to know
> whether hitfarm.com will confirm that it will not divert money
> earned from the Novo Point and Quantec internet domain names if so
> requested by Mr. Baron or one of his attorneys/representatives unless
> it receives written authorization from the Receiver to do so.

>
>
>
> Currently, the money is going to the two BBVA Compass Bank accounts we
> discussed below. I want to make sure it will not be diverted
> elsewhere unless the Receiver requests or approves of the
> diversion ahead of time.

> Thank you.

>
>
> Peter L. Loh | Partner
>
> Gardere Wynne Sewell LLP
>
> 1601 Elm Street, Suite 3000 | Dallas, TX 75201
>
> 214.999.4391 direct
>
> 214.729.9058 cell
>
> 214.999.3391 fax
>
> www.Gardere.com

> *****

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> *****

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>
> -----Original Message-----
> From: Don Ham [mailto:dham@reinvent.com]
> Sent: Friday, December 10, 2010 2:18 PM
> To: LOH, PETER
> Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly
> Janes-Reinvent"@mail.reinvent.com
> Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due
> by 11:00 a.m. on 11/29/10
>
>
>
> Peter,
>
>
>
> 1. Hitfarm will not change payment details for either accounts unless
> the receiver agrees to cover all Hitfarm's legal expenses related to
> either accounts(to be deducted from the revenue owed, on a monthly
> basis). And we will only divert the payments if our attorneys advise us
> to divert the payments.
>
>
>
> 2. We will happily answer Mr. Golden's original questions when your firm
> addresses the questions/concerns I addressed in reply to the original
>

> email from Mr. Golden. We are still not clear on exact details of what
>
> would be satisfactory to your firm.

>
>
> I'm sorry but our company is on our way out to volunteer at local
>
> charities, then off to our company dinner. I will be unavailable from
>
> this time forth until tomorrow, please be patient for any replies.

> Regards,

> Don Ham

> Reinvent.com

> LOH, PETER wrote:

> > Don: Two more questions:

> > 1. Can you please confirm that hitfarm.com will not allow
>
> > revenue earned from the Novo Point and Quantec portfolios to be
>
> > diverted to different accounts without the express permission of the
>
> > Receiver?

> > 2. When can we expect answers to Barry Golden's original questions
>
> > from the beginning of the email chain?

>
> >
>
> > Thank you.
>
> >
>
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> >
>
> > Peter L. Loh | Counsel for the Receiver
>
> >
>
> > Gardere Wynne Sewell LLP
>
> >
> > 1601 Elm Street, Suite 3000 | Dallas, TX 75201
>
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>
> > 214.999.4391 direct
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> > 214.999.3391 fax
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> > www.Gardere.com
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> > -----Original Message-----
>
> > From: Don Ham [mailto:dham@reinvent.com]
>
> > Sent: Friday, December 10, 2010 2:05 PM
>
> > To: LOH, PETER
>
> > Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly
>
> > Janes-Reinvent"@mail.reinvent.com
>
> > Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due
>
> > by 11:00 a.m. on 11/29/10
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>
> > Hi Peter,
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> > More than happy to assist in any way we're able. Please note I am adding
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>

> > Carly Janes(Hitfarm Manager) to our conversation, please include Carley
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> > in all future correspondence between us.
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> > Yes, Quantec and Novo Point revenue payments are paid to these two bank
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> > accounts.
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>
> > Regards,
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> > Don Ham
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> > Reinvent.com
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> > LOH, PETER wrote:
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>
> > > Don: Can you please confirm that the funds for the Novo Point and
>
> >
>
> > > Quantec internet domain names from hitfarm.com is currently directed

> > > 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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> > > 214.729.9058 cell
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> > > 214.999.3391 fax
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> > > Gardere <<http://www.gardere.com>> | Bio
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> > > <http://www.gardere.com/Attorneys/Attorney_Bio/?id=428> | vCard
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> > > <<http://www.gardere.com/>>
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> > taxpayer.
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> > > *From:* Don Ham [mailto:dham@reinvent.com]
>
> >
>
> > > *Sent:* Friday, December 10, 2010 1:28 PM
>
> >
>
> > > *To:* LOH, PETER
>
> >
>
> > > *Cc:* GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER
>
> >
>
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents due
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> > > by 11:00 a.m. on 11/29/10
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> > > Hi Peter,
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> > > Please call me at 604.628-9388.
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>
> > > Regards,
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>

> > > Don Ham

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> > > Reinvent.com

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> > > LOH, PETER wrote:

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> > > Don: What is a number where I can reach you? Thank you.

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> > > Peter L. Loh | Counsel for the Receiver

>

> >

>

> > > *Gardere Wynne Sewell LLP

>

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>

> > > *1601 Elm Street, Suite 3000 | Dallas, TX 75201

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>
> > > *From:* Don Ham [mailto:dham@reinvent.com]
>
> >
>
> > > *Sent:* Friday, December 10, 2010 10:09 AM
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> > >
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> > > Thanks,
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> > > Don Ham
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> > > Reinvent.com <<http://Reinvent.com>>
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> > > Please excuse typo,
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> > > Sent from my iPhone
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>
> > > On 2010-12-10, at 6:42 AM, "LOH, PETER" <ploh@gardere.com
>
> >
>
> > > <mailto:ploh@gardere.com>> wrote;
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> >
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> > >
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> >
>
> > > Mr. Ham: I am one of Barry Golden's law partners. I am also
>
> >
>
> > > serving as counsel to the Receivership over Jeff Baron and the
>
> >
> > > Receivership Parties as discussed in greater detail in the
>
> >
> > > correspondence below. I would like to discuss Quantec and Novo
>
> >
> > > Point's accounts with hitfarm.com <<http://hitfarm.com>>. Is there
>
> >
> > > a convenient time for me to call you today? Please let me know.
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> > > Thank you.
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>
> > > Peter L. Loh | Counsel for the Receiver
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> >
>
> > > *Gardere Wynne Sewell LLP
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>
> > > *1601 Elm Street, Suite 3000 | Dallas, TX 75201
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> >
>
> > > *Cc:* VOGEL, PETER; 'Urbanik, Raymond'; 'corky@syllp.com'
>
> >
>
> > > <mailto:%27corky@syllp.com>'
>
> >
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents
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> >
> > > due by 11:00 a.m. on 11/29/10
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>
> > > Mr. Golden,
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> > >
>
> > > We feel the deadline you have imposed on Hitfarm is not only
>
> >
> > > unreasonable but impossible to be met. I have just read your email
>
> >
> > > and it is already past your set deadline.
>
> >
>
> > >
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> >
> > > We have every intention of cooperating with you to meet your
>

> >
>
> > > requests but you will have to be more reasonable with the
>
> >
>
> > > deadline. Furthermore, it would be helpful if you can extrapolate
>
> >
>
> > > what it is exactly we need to provide for you. My understanding
>
> >
>
> > > is, from having read your email, we need to provide the
>
> >
>
> > > following...please confirm.
>
> >
>
> > > * Account details of QUANTEC LLC.
>
> >
>
> > > * Account details of NOVO POINT LLC.
>
> >
>
> > > * All payment history including the payment amounts, the recipient
>
> >
>
> > > of the payment, beneficiary of the payment, banking details of the
>
> >
>
> > > receiving bank account, current balance of both accounts, revenue
>
> >
>
> > > amount owing to date,
>
> >
>
> > > * Clarification on the nature of the assets: Domain Portfolios (Is
>
> >
>
> > > this description satisfactory to you?).
>
> >
>
> > > * Clarification on the value of such asset: The value of the
>
> >

>
> > > portfolios (The value of the domain portfolios is subjective, we
>
> >
>
> > > would not hazard a guess)
>
> >
>
> > > * We do not have any details on: /The identification and location
>
> >
>
> > > of any safe deposit box, commercial mail box, or storage facility
>
> >
> > > that is either titled in the name, individually or jointly, of any
>
> >
> > > Receivership Party, whether in whole or in part; and/
>
> >
>
> > > * We do not have any details on: /If the account, safe deposit
>
> >
>
> > > box, storage facility, or other asset has been closed or removed,
>
> >
>
> > > the date closed or removed and the balance of said date./
>
> >
>
> > > * For the following request...
>
> >
>
> > > /Copies of all records or other documentation pertaining to each
>
> >
>
> > > such account or asset, including, but not limited to originals or
>
> >
>
> > > copies of account applications, account statements, corporate
>
> >
>
> > > resolutions, signature cards, checks, drafts, deposit tickets,
>
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>

> > > transfers to and from the accounts, all other debit and credit
>
> >
>
> > > instruments or slips, currency transaction reports, 1099 forms,
>
> >
>
> > > and safe deposit box logs[.]
>
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>
> > > We have previous record of every email correspondence with the
>
> >
>
> > > parties that we liaised with(There were numerous parties). Are you
>
> >
>
> > > asking for ALL past records(email correspondence) with anything
>
> >
>
> > > related to Quantec LLC & Novo Point LLC? If need be; we can
>
> >
>
> > > forward every email to you, please confirm.
>
> >
>
> > >
>
> >
>
> > > ** Is your request limited to Quantec LLC & Novo Point LLC
>
> >
>
> > > accounts or(Accounts created in February, 2010), does it include
>
> >
>
> > > Simple Solution accounts which were same portfolios in different
>
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> > > accounts(dating back to January, 2007).
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> > > Please advise/clarify so we can accommodate you to the best of our

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> > > abilities.

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> > > Best regards,

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> >
> > > Don Ham

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> > > Reinvent.com <<http://Reinvent.com>>

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> > > GOLDEN, BARRY wrote:

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> > > Dear Mr. Ham,

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> > > shall */_immediately_/* provide the Receiver with a statement
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> > > including the following:
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> > > /The identification number of each account or asset titled in the
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>
> > > name, individually or jointly, of any Receivership Party, or held
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> >
> > > on behalf thereof, or for the benefit thereof, including all trust
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> >
> > > accounts managed on behalf of any Receivership Party or subject to
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> >
> > > any Receivership Party's control;/
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> > > /The balance of each such account, or a description of the nature
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> > > and value of such asset;/

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> > > /The identification and location of any safe deposit box,

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> > > commercial mail box, or storage facility that is either titled in

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> > > the name, individually or jointly, of any Receivership Party,

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> > > whether in whole or in part; and/

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> > > /If the account, safe deposit box, storage facility, or other

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> > > asset has been closed or removed, the date closed or removed and

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> > > the balance of said date. /

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> > > (collectively, the "Account Information"). The Order further
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> > > provides, among other things, that you shall **/_immediately_/**
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> > > provide the Receiver with the following:
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> > > /Copies of all records or other documentation pertaining to each
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> > > such account or asset, including, but not limited to originals or
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> >
> > > copies of account applications, account statements, corporate
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> >
> > > resolutions, signature cards, checks, drafts, deposit tickets,
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> >
> > > transfers to and from the accounts, all other debit and credit
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> >
> > > instruments or slips, currency transaction reports, 1099 forms,
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>
> > > */_Failure to comply fully and timely with the Receiver Request
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> > > shall be grounds for a motion for contempt of the Receiver
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> > order_/*.
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> > > Separately, I will be in contact with you at a later time about
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> > > further information or documents that the Receiver also requires
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> > > (/i.e./, aside from and in addition to the Requested Materials).
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> > > If you have any questions, please e-mail or call me:
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LOH, PETER

From: GOLDEN, BARRY
Sent: Tuesday, December 14, 2010 8:49 PM
To: LOH, PETER; BLAKLEY, JOHN DAVID
Cc: VOGEL, PETER
Subject: Fwd: Questions for Mr. Baron's Legal Team

This stuff should be included in the section of the reply brief about the hiring of the baron lawyers.

Sent from my iPad

Begin forwarded message:

From: "GOLDEN, BARRY" <bgolden@gardere.com>
Date: December 14, 2010 8:34:14 PM CST
To: 'Sid Chesnin' <schesnin@hotmail.com>, 'Gary Schepps' <legal@schepps.net>, 'Joshua Cox' <j.cox.email@gmail.com>, "tpj@dfwlawyer.com" <tpj@dfwlawyer.com>
Cc: "thomas12@swbell.net" <thomas12@swbell.net>, "glyon.attorney@gmail.com" <glyon.attorney@gmail.com>, 'jamesmeckels' <jamesmeckels@gmail.com>, 'Damon Nelson' <ondovalimited@gmail.com>, "'Urbanik, Raymond'" <RUrbanik@Munsch.com>, Corky Sherman <Corky@syllp.com>, "'Roossien, Dennis'" <droossien@munsch.com>, "VOGEL, PETER" <pvogel@gardere.com>, "LOH, PETER" <ploh@gardere.com>, "BLAKLEY, JOHN DAVID" <jblakley@gardere.com>, Jeff Baron <jeffbaron1@gmail.com>, 'Jeff Harbin' <jeff@jeffharbin.com>
Subject: Questions for Mr. Baron's Legal Team

Dear Mr. Baron's Legal Team,

One of the first things I did after the Court issued the Receiver Order was to review not only the Receiver Order, but also the Bankruptcy Court's Recommendation. That Recommendation expressed grave concern over Mr. Baron's hiring and firing of lawyers. The Order also announced that on a going-forward basis, Mr. Baron's attorneys would be limited to Gary Lyon (whom I am copying) and Thomas Martin (whom I am copying, although I understand that he is moving to withdraw). Yet, over the past two weeks, I have since been introduced to lawyer after lawyer after lawyer after lawyer—all of whom claim to currently represent Mr. Baron and/or his companies.

First, there was Sid Chesnin ("Lawyer Number 1"). Next, there was Gary Schepps ("Lawyer Number 2"). Then, there was Josh Cox (whom I previously understood was the Receiver's attorney) ("Lawyer Number 3"). And most recently, there is Thomas Jackson ("Lawyer Number 4"). Hereinafter, I will define Lawyer

Number 1, Lawyer Number 2, Lawyer Number 3, and Lawyer Number 4 collectively as the (“Four Baron Lawyers”).

Prior to beginning their representation, none of the Four Baron Lawyers sought any sort of authorization or provided any sort of notice to the District Court, the Bankruptcy Court, or the Receiver. It appears that Mr. Baron is continuing to hire new lawyers.

Meanwhile, all of the Four Baron Lawyers have lots of questions for the Receiver. Lawyer Number 1 sent me a host of e-mail questions; I answered them. Last week, Lawyer Number 2 sent me a long list of e-mail questions; I answered them too. This afternoon, Lawyer Number 3 sent me a longer list of questions; I answered them too. This evening, Lawyer Number 4 has now asked additional questions; I promised to answer them when I meet with him. Before I answer any further questions, however, I would kindly ask each of you to advise me who is paying you, how much, and from what accounts? After all, the Baron accounts are supposed to all be frozen, so I cannot understand how he could retain such a massive legal team.

Also, I’d like you to provide me with some consensus on what the Baron Lawyers—purportedly speaking on behalf of Mr. Baron—would propose the Receiver do with the renewal of domain names. A few days ago, Lawyer number 2 told the Court that the Receiver should renew all of the domain names and allow none to expire. This afternoon, Lawyer number 3 told me that, in contravention of Lawyer Number 2, the Receiver should allow 7,000 of those domain names to expire. This evening, Lawyer number 4 appears to be saying that, in contravention of Lawyer Number 2 and Lawyer Number 3, that the Receiver should allow approximately 40,0000 domain names to expire (20,000 in November and 20,000 in December). Lawyer Number 1 has offered no counsel on the topic at all. Which of these strategies are the Four Baron Lawyers saying that Mr. Baron suggests that the Receiver should do? The Receiver may or may not consider the suggestion, but I’d like to be able at least to tell him, “This is what Mr. Baron suggests that you do.”

Mr. Cox told me that he would agree to meet with me tomorrow or Thursday. How about the rest of the Four Baron Lawyers? And Mr. Baron? And Mr.

Harbin? My firm has some really big conference rooms, although if Mr. Baron hires any more attorneys, I'm not sure everyone can fit.

Barry Golden

Counsel for the Receiver

EXHIBIT Q1

LOH, PETER

From: GOLDEN, BARRY
Sent: Friday, December 10, 2010 7:52 PM
To: GOLDEN, BARRY
Cc: tpj@dfwlawyer.com; VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; Roossien, Dennis; Corky Sherman; Raymond Urbanik; jamesmeckels; Joshua Cox; Jeff Harbin
Subject: Re: E-mail to Mr. Jackson

Mr. Jackson,

The Receiver requests your answers to the questions below no later than 8:30 a.m. on Monday. But since you presumably know all of these answers already, the Receiver expects you will be able to email the answers sometime this weekend.

Barry Golden

Sent from my iPad

On Dec 10, 2010, at 5:56 PM, "GOLDEN, BARRY" <bgolden@gardere.com> wrote:

> Mr. Jackson,

>

> My name is Barry Golden, and I am counsel for the Receiver. I am in receipt of your attached letter.

>

> Early next week—Monday if you like—I would be happy to meet with you in person, either at your office or mine.

>

> In the interim, the Receiver has several pressing questions and would respectfully request your cooperation in providing answers to these questions.

>

>

> 1. Who retained you to purportedly represent Quantec, L.L.C. and Novo Point, L.L.C.?

>

>

>

> 2. Is Joshua Cox your purported co-counsel for Quantec, L.L.C. and Novo Point, L.L.C.?

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> 3. Did the person who retained you provide you with a retainer?

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> 4. How much was the retainer?

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> 5. From what account was the retainer drawn?

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> 6. Do you represent Jeff Harbin individually?

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> 7. In your motion, you say that "the undersigned offered to freeze the accounts [that are] the subject of the subpoena."

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>
> a. Are you taking the position that these accounts are NOT frozen?
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>
>
> b. Has anyone withdrawn any amounts from these accounts since the issuance of the Receiver Order?
>
> The Receiver expects Mr. Harbin's full compliance with the subpoena—and I am copying Mr. Harbin on this e-mail.
>
> As I stated to Mr. Cox earlier today, the Receiver expects Mr. Harbin to appear at BBVA Compass Bank at 9:00 a.m. on December 13, 2010 and assist the Receiver in allowing the Receiver access to Receiver Assets. Should Mr. Harbin fail to appear or otherwise not comply fully, the Receiver will consider whether to seek Court intervention.
>
> Best regards,
>
> Barry Golden
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>
>
>
> <Jackson Letter.pdf>

EXHIBIT R

LOH, PETER

From: GOLDEN, BARRY
Sent: Tuesday, December 14, 2010 8:34 PM
To: 'Sid Chesnin'; 'Gary Schepps'; 'Joshua Cox'; 'tpj@dfwlawyer.com'
Cc: 'thomas12@swbell.net'; 'glyon.attorney@gmail.com'; 'jamesmeckels'; 'Damon Nelson'; 'Urbanik, Raymond'; 'Corky Sherman'; 'Roossien, Dennis'; VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; Jeff Baron; 'Jeff Harbin'
Subject: Questions for Mr. Baron's Legal Team

Dear Mr. Baron's Legal Team,

One of the first things I did after the Court issued the Receiver Order was to review not only the Receiver Order, but also the Bankruptcy Court's Recommendation. That Recommendation expressed grave concern over Mr. Baron's hiring and firing of lawyers. The Order also announced that on a going-forward basis, Mr. Baron's attorneys would be limited to Gary Lyon (whom I am copying) and Thomas Martin (whom I am copying, although I understand that he is moving to withdraw). Yet, over the past two weeks, I have since been introduced to lawyer after lawyer after lawyer after lawyer—all of whom claim to currently represent Mr. Baron and/or his companies.

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Meanwhile, all of the Four Baron Lawyers have lots of questions for the Receiver. Lawyer Number 1 sent me a host of e-mail questions; I answered them. Last week, Lawyer Number 2 sent me a long list of e-mail questions; I answered them too. This afternoon, Lawyer Number 3 sent me a longer list of questions; I answered them too. This evening, Lawyer Number 4 has now asked additional questions; I promised to answer them when I meet with him. Before I answer any further questions, however, I would kindly ask each of you to advise me who is paying you, how much, and from what accounts? After all, the Baron accounts are supposed to all be frozen, so I cannot understand how he could retain such a massive legal team.

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Mr. Cox told me that he would agree to meet with me tomorrow or Thursday. How about the rest of the Four Baron Lawyers? And Mr. Baron? And Mr. Harbin? My firm has some really big conference rooms, although if Mr. Baron hires any more attorneys, I'm not sure everyone can fit.

Barry Golden
Counsel for the Receiver

EXHIBIT S

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

DECLARATION OF PETER LOH

I, Peter Loh, state and declare as follows:

1. I am a partner at the law firm of Gardere Wynne Sewell LLP in Dallas, Texas.
2. I am currently serving as counsel to the Receiver Peter S. Vogel (the "Receiver")

in the above entitled cause of action.

3. Pursuant to my duties as counsel to the Receiver, on December 6, 2010, I met with Jeff Harbin in his office on Camille Avenue in Dallas, Texas (the "Harbin Meeting"). During the Harbin Meeting, I discussed with Mr. Harbin—among other things—two BBVA Compass Bank accounts—one in the name of Novo Point, LLC and the other in the name of Quantec, LLC (the "Compass Accounts").

4. At the Harbin Meeting, Mr. Harbin told me he had signatory authority over the Compass Accounts.

5. On December 7, 2010, I called Mr. Harbin at his office and arranged to meet him the next day at a BBVA Compass Bank branch on Preston Road in Dallas (the "Preston Road Compass Bank Meeting"). Mr. Harbin agreed over the phone to the Preston Road Compass

Bank Meeting.

6. The purpose of the Preston Road Compass Bank Meeting was to allow Mr. Harbin to grant signing authority over the Compass Accounts to me in my capacity as counsel to the Receiver.

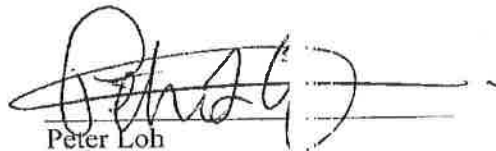
7. On December 13, 2010, at approximately 8:55 a.m., I arrived at the BBVA Compass Bank branch on Cedar Springs Road in Dallas to meet Mr. Harbin pursuant to a subpoena I had issued to him compelling his appearance at that BBVA Compass Bank branch at 9 a.m. (the "Cedar Springs Road Compass Bank Meeting"). The purpose of the Cedar Springs Road Compass Bank Meeting was to allow Mr. Harbin to grant signing authority over the Compass Accounts to me in my capacity as counsel to the Receiver.

8. On December 13, 2010, I waited inside the lobby of the BBVA Compass Bank branch on Cedar Springs Road in Dallas for Mr. Harbin until 9:30 a.m. I called Mr. Harbin's work and cell phone numbers and left voice mail messages informing him I was waiting to meet him. At 9:30 a.m., I left the BBVA Compass Bank branch on Cedar Springs Road in Dallas.

9. Mr. Harbin did not appear at the BBVA Compass Bank branch on Cedar Springs Road in Dallas while I was there on December 13, 2010.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 15, 2010.


Peter Loh

DECLARATION OF PETER LOH

PAGE 2

Appx. 000143

13-10696.3198

EXHIBIT T

LOH, PETER

From: LOH, PETER
Sent: Tuesday, December 07, 2010 5:25 PM
To: Jeff Harbin
Cc: LOH, PETER
Subject: Jeff Baron Receivership--BBVA Compass
Attachments: image001.png

Jeff:

Let's meet at 11:45 (not 11:30) at the BBVA Compass location at 17218 Preston Road, Suite 1000, Dallas. It is just north of Preston and Campbell and south of Frankford.

I am attaching a link. My cell phone is below, and you can always email my blackberry. Please confirm this meeting time and place is good for you.

<http://www.bbvacompass.com/locations/searchlocation.html?hdnLatitude=32.9972&hdnLongitude=-96.7907&hdnType=ByLocation&txtAddress=&txtCity=&selStateProvince=&txtPostalCode=75252&txtDistance=5&rdoUnit=Mi>

Thank you.

Peter L. Loh | Partner
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
214.729.9058 cell
214.999.3391 fax
Gardere | Bio | vCard

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GARDERE

IRS CIRCULAR 230 DISCLOSURE:

This communication has not been prepared as a formal legal opinion within the procedures described in Treasury Department Circular 230. As a result, we are required by Treasury Regulations to advise you that for any significant Federal tax issue addressed herein, the

advice in this communication (including any attachments) was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

EXHIBIT U

LOH, PETER

From: Jeff Harbin [jeff@jeffharbin.com]
Sent: Tuesday, December 07, 2010 8:21 PM
To: LOH, PETER
Subject: Re: Fwd: redial.com

No, I cannot meet you tomorrow. I'll be in touch soon.

Jeff

On 12/07/10 8:17 PM, LOH, PETER wrote:

Jeff: thank you for forwarding this.

Are we meeting tomorrow at 11:45 or not? See my previous emails for location. Please let me know tonight ASAP.

Thank you.

From: Jeff Harbin <jeff@jeffharbin.com>
To: LOH, PETER
Sent: Tue Dec 07 20:09:05 2010
Subject: Fwd: redial.com

----- Original Message -----

Subject:redial.com
Date:Tue, 7 Dec 2010 19:56:33 -0600
From:Dave Knutson <lildaver@gmail.com>
To:20382718786440-5a0bb8@whoisprivacyservices.com.au

Hello, I would like your redial.com domain. I see that you are not using it, can I take it over from you?

Thanks,
Dave

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeff@jeffharbin.com

As to the next paragraph of this e-mail, the IRS has changed the way we all must practice when giving tax advice. You will begin to see all professionals who practice before the IRS (attorneys and accountants) putting this disclaimer in any advice they give. This does not at all

change the degree of care we take to provide the highest quality advice on a cost-efficient basis.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. We would be pleased to review them with you if you require such services.

CONFIDENTIALITY NOTICE:

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EXHIBIT V

LOH, PETER

From: LOH, PETER
Sent: Wednesday, December 08, 2010 2:51 PM
To: 'Jeff Harbin'
Cc: GOLDEN, BARRY; LOH, PETER; VOGEL, PETER
Subject: Meeting at BBVA Compass Bank Tomorrow December 9, 2010
Attachments: image001.png; Order Appointing Receiver.pdf

Importance: High

Jeff: Mr. Baron needs access to money for urgent medical care. The Receiver is ordering you to meet me tomorrow **December 9, 2010, at 10am** at the BBVA Compass Bank at 17218 Preston Road, Suite 1000, Dallas. Page 9 of the Receiver Order (attached) requires cooperation from those associated with Jeff Baron and the Receivership Parties in assisting the Receiver with carrying out his duties on behalf of the court and the Receivership estate.

Peter L. Loh | Counsel for the Receiver
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
214.729.9058 cell
214.999.3391 fax
[Gardere](#) | [Bio](#) | [vCard](#)

Legal Knowledge. Human Wisdom.

GARDERE

IRS CIRCULAR 230 DISCLOSURE:

This communication has not been prepared as a formal legal opinion within the procedures described in Treasury Department Circular 230. As a result, we are required by Treasury Regulations to advise you that for any significant Federal tax issue addressed herein, the advice in this communication (including any attachments) was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

From: Jeff Harbin [mailto:jeff@jeffharbin.com]
Sent: Tuesday, December 07, 2010 8:21 PM
To: LOH, PETER
Subject: Re: Fwd: redial.com

No, I cannot meet you tomorrow. I'll be in touch soon.

Jeff

On 12/07/10 8:17 PM, LOH, PETER wrote:
Jeff: thank you for forwarding this.

Are we meeting tomorrow at 11:45 or not? See my previous emails for location. Please let me know tonight ASAP.

Thank you.

From: Jeff Harbin <jeff@jeffharbin.com>
To: LOH, PETER
Sent: Tue Dec 07 20:09:05 2010
Subject: Fwd: redial.com

----- Original Message -----

Subject:redial.com
Date:Tue, 7 Dec 2010 19:56:33 -0600
From:Dave Knutson <lildaver@gmail.com>
To:20382718786440-5a0bb8@whoisprivacyservices.com.au

Hello, I would like your redial.com domain. I see that you are not using it, can I take it over from you?

Thanks,
Dave

--

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeffl@jeffharbin.com

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EXHIBIT W

LOH, PETER

From: LOH, PETER
Sent: Thursday, December 09, 2010 9:55 AM
To: 'Jeff Harbin'
Cc: GOLDEN, BARRY; VOGEL, PETER; LOH, PETER
Subject: RE: Meeting at BBVA Compass Bank Tomorrow December 9, 2010
Attachments: image001.png

Jeff: I tried to calling your office and cell phone to confirm our meeting at the BBVA Compass Bank this morning at 10 a.m. detailed in the email below. I was not able to reach you at either number. I left messages asking for a return call which I have not received. Accordingly, I will not be at the bank since I did not receive confirmation.

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
[Gardere](#) | [Bio](#) | [vCard](#)

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From: LOH, PETER
Sent: Wednesday, December 08, 2010 2:51 PM
To: 'Jeff Harbin'
Cc: GOLDEN, BARRY; LOH, PETER; VOGEL, PETER
Subject: Meeting at BBVA Compass Bank Tomorrow December 9, 2010
Importance: High

Jeff: Mr. Baron needs access to money for urgent medical care. The Receiver is ordering you to meet me tomorrow **December 9, 2010, at 10am** at the BBVA Compass Bank at 17218 Preston Road, Suite 1000, Dallas. Page 9 of the Receiver Order (attached) requires cooperation from those associated with Jeff Baron and the Receivership Parties in assisting the Receiver with carrying out his duties on behalf of the court and the Receivership estate.

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From: Jeff Harbin [mailto:jeff@jeffharbin.com]
Sent: Tuesday, December 07, 2010 8:21 PM
To: LOH, PETER
Subject: Re: Fwd: redial.com

No, I cannot meet you tomorrow. I'll be in touch soon.

Jeff

On 12/07/10 8:17 PM, LOH, PETER wrote:
Jeff: thank you for forwarding this.

Are we meeting tomorrow at 11:45 or not? See my previous emails for location. Please let me know tonight ASAP.

Thank you.

From: Jeff Harbin <jeff@jeffharbin.com>
To: LOH, PETER
Sent: Tue Dec 07 20:09:05 2010
Subject: Fwd: redial.com

----- Original Message -----
Subject:redial.com

Date:Tue, 7 Dec 2010 19:56:33 -0600
From:Dave Knutson <lildaver@gmail.com>
To:20382718786440-5a0bb8@whoisprivacyservices.com.au

Hello, I would like your redial.com domain. I see that you are not using it, can I take it over from you?

Thanks,
Dave

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeff@jeffharbin.com

As to the next paragraph of this e-mail, the IRS has changed the way we all must practice when giving tax advice. You will begin to see all professionals who practice before the IRS (attorneys and accountants) putting this disclaimer in any advice they give. This does not at all change the degree of care we take to provide the highest quality advice on a cost-efficient basis.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. We would be pleased to review them with you if you require such services.

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EXHIBIT X

LOH, PETER

From: Don Ham [dham@reinvent.com]
Sent: Tuesday, December 14, 2010 12:00 PM
To: GOLDEN, BARRY; tpj@dfwlawyer.com; jeff@jeffharbin.com
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; Corky Sherman; 'Urbanik, Raymond'; jeffbaron1@gmail.com; cjaner@hitfarm.com
Subject: Re: Diversion of Revenue to the Receiver

Mr. Golden,

Hitfarm is more than willing to accommodate all parties involved, especially the Court Ordered/Appointed Receiver. However, we need to be satisfied that the Receiver has legitimate access to funds which Hitfarm monetizes for Quantec LLC and Novo Point LLC. We would like you to confirm the following for us, so we can be sure that Hitfarm is accommodating the Receiver without risk of legal action from the clients whom we have an agreement with, mainly Quantec LLC and Novo Point LLC.

In the original documentation your firm has served us with, it clearly states that the Court Ordered/Appointed Receiver has control over Quantec Inc. and Novo Point Inc., not Quantec LLC and Novo Point LLC whom Hitfarm has a monetization agreement with. Please provide Hitfarm with a legal documentation that clarifies that the Receiver has control of Quantec LLC and Novo Point LLC. We will be more than willing to comply with the Receiver upon confirmation that we have an obligation to comply with the Court Odered/Appointed Receiver.

Hitfarm has every intention of complying with the Court's ruling. Hitfarm also has every intention to comply with the Receiver that is Court Ordered/Appointed for the Quantec LLC and Novo Point LLC. companies, upon satisfaction that the Receiver has legitimate access to Quantec LLC and Novo Point LLC revenue.

As to your demand that Hitfarm pay IMMEDIATELY, please note that Hitfarm's standard revenue payouts are net 30 days. Thus Hitfarm is obligated to issue both payments in question at the end of December, not any sooner.

I am adding Tom Jackson and Jeff Harbin whom we recognize as Jeff Baron's representatives, as well as Jeff Baron, in hopes that we can all have copies of our correspondence. Also, as per my earlier request, please add Carly Janes to our correspondence.

Best regards,

Don Ham
Reinvent.com

On 12/14/2010 6:58 AM, GOLDEN, BARRY wrote:

Mr. Ham,

The Receiver wants to make sure he understands Hitfarm's position. From whom, exactly, does Hitfarm need written authorization in order to divert amounts that Hitfarm would otherwise be sending to a certain bank account that was previously accessible to Mr. Baron (but that is now frozen) to a different bank account that is currently accessible to the Receiver? Would an e-mail from the Receiver Peter Vogel (personally) suffice?

The Receiver is extremely concerned because if the Receiver doesn't get access to this money immediately (which will be the case if Hitfarm sends the money to a frozen account or simply

does not send the money anywhere), the Receiver might not be able to pay for amounts that Mr. Baron owes, including renewal fees Mr. Baron owes to a registrar on the domain names. In other words, if Hitfarm fails to divert the money to an account accessible to the Receiver, Hitfarm might cause a loss of assets (potentially exposing Hitfarm to civil liability).

What needs to happen to get Hitfarm to divert the amounts to the different bank account?

Barry Golden
Counsel for the Receiver

-----Original Message-----

From: Don Ham [mailto:dham@reinvent.com]
Sent: Friday, December 10, 2010 2:51 PM
To: LOH, PETER
Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly Janes-Reinvent"@mail.reinvent.com
Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due by 11:00 a.m. on 11/29/10

Hi Peter,

Hitfarm will not divert any money earned without consent from BOTH Mr. Baron or one of his attorneys/representatives AND the Receiver, we will continue to make regular payments to current payment details. Hitfarm will not divert payments unless we have express consent from the Receiver.

Thanks,

Don Ham
Reinvent.com

LOH, PETER wrote:

>
> Don:
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>
> Perhaps I was not clear with my first question. I want to know
> whether hitfarm.com will confirm that it will not divert money
> earned from the Novo Point and Quantec internet domain names if so
> requested by Mr. Baron or one of his attorneys/representatives unless
> it receives written authorization from the Receiver to do so.
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>
>
> Currently, the money is going to the two BBVA Compass Bank accounts we
> discussed below. I want to make sure it will not be diverted
> elsewhere unless the Receiver requests or approves of the
> diversion ahead of time.
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>
> Thank you.
>

>
>
> Peter L. Loh | Partner
>
> Gardere Wynne Sewell LLP
>
> 1601 Elm Street, Suite 3000 | Dallas, TX 75201
>
> 214.999.4391 direct
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> 214.729.9058 cell
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> www.Gardere.com

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> -----Original Message-----

> From: Don Ham [<mailto:dham@reinvent.com>]
> Sent: Friday, December 10, 2010 2:18 PM
> To: LOH, PETER
> Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly
> Janes-Reinvent"@mail.reinvent.com
> Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due
> by 11:00 a.m. on 11/29/10

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>
> Peter,

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>
> 1. Hitfarm will not change payment details for either accounts unless
> the receiver agrees to cover all Hitfarm's legal expenses related to
> either accounts(to be deducted from the revenue owed, on a monthly
> basis). And we will only divert the payments if our attorneys advise us
> to divert the payments.

>
>
> 2. We will happily answer Mr. Golden's original questions when your firm
> addresses the questions/concerns I addressed in reply to the original
> email from Mr. Golden. We are still not clear on exact details of what
> would be satisfactory to your firm.

>
>
> I'm sorry but our company is on our way out to volunteer at local
> charities, then off to our company dinner. I will be unavailable from
> this time forth until tomorrow, please be patient for any replies.

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> Regards,

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> Don Ham
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> Reinvent.com
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> LOH, PETER wrote:
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> > Don: Two more questions:
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> > 1. Can you please confirm that hitfarm.com will not allow
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> > revenue earned from the Novo Point and Quantec portfolios to be
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> > diverted to different accounts without the express permission of the
>
> > Receiver?
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> > 2. When can we expect answers to Barry Golden's original questions
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> > from the beginning of the email chain?
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> > Thank you.
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> > Peter L. Loh | Counsel for the Receiver
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> > Gardere Wynne Sewell LLP
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> > -----Original Message-----
>
> > From: Don Ham [<mailto:dham@reinvent.com>]
>
> > Sent: Friday, December 10, 2010 2:05 PM
>
> > To: LOH, PETER
>
> > Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly
>
> > Janes-Reinvent"@mail.reinvent.com
>
> > Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due
>
> > by 11:00 a.m. on 11/29/10
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> > Hi Peter,
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> > More than happy to assist in any way we're able. Please note I am adding
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> > Carly Janes(Hitfarm Manager) to our conversation, please include Carley
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> > in all future correspondence between us.
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> > Yes, Quantec and Novo Point revenue payments are paid to these two bank
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> > accounts.

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> > Regards,
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> > Don Ham
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> > Reinvent.com
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> > LOH, PETER wrote;
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> > > Don: Can you please confirm that the funds for the Novo Point and
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> > > Quantec internet domain names from hitfarm.com is currently directed
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> > > at one or both of these accounts:
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> > > BBVA Comass Bank Account Numbers 2521421315 and 2521421323.
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> > > *From:* Don Ham [<mailto:dham@reinvent.com>]
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> > > *Sent:* Friday, December 10, 2010 1:28 PM
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> > > *To:* LOH, PETER
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> > > *Cc:* GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER
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>
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents due
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> > > Hi Peter,
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> > > Please call me at 604.628-9388.
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> > > Regards,
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> > > Don Ham
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> > > Reinvent.com
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> > > LOH, PETER wrote:
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> > > Don: What is a number where I can reach you? Thank you.
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> > > Peter L. Loh | Counsel for the Receiver
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>
> > > *From:* Don Ham [<mailto:dham@reinvent.com>]
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> >
>
> > > *Sent:* Friday, December 10, 2010 10:09 AM
>
> >
>
> > > *To:* LOH, PETER
>
> >
>
> > > *Cc:* GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; LOH, PETER
>
> >
>
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents due
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>
> > > by 11:00 a.m. on 11/29/10
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>
> > > Hello Mr. Loh,
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> >
> > > I will be available for a call anytime between 10am-12pm PST today.
>
> >
> > > Please let me know a time and number between this time and I will call
>
> >
> > > you. If this time doesn't work for you, I will be available on Monday
>
> >
> > > afternoon.
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> > > Thanks,
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> > > Don Ham
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> > > Reinvent.com <<http://Reinvent.com>>
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> > > Please excuse typo,
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> > > Sent from my iPhone
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> >
> > > On 2010-12-10, at 6:42 AM, "LOH, PETER" <ploh@gardere.com>
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> >
>
> > > <<mailto:ploh@gardere.com>> wrote:
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Mr. Ham: I am one of Barry Golden's law partners. I am also serving as counsel to the Receivership over Jeff Baron and the Receivership Parties as discussed in greater detail in the correspondence below. I would like to discuss Quantec and Novo Point's accounts with hitfarm.com <<http://hitfarm.com>>. Is there a convenient time for me to call you today? Please let me know.

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

>
> >

> > > 214.999.3391 fax

>
> >

> > > Gardere <<http://www.gardere.com>> | Bio

>
> >

> > > <http://www.gardere.com/Attorneys/Attorney_Bio/?id=428> | vCard

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> > > <http://www.gardere.com/Attorneys/Attorney_Bio/vcard.vcf?id=428&action=vCard>

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> > > <image001.png> <<http://www.gardere.com/>>

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> > > IRS CIRCULAR 230 DISCLOSURE:

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> > > This communication has not been prepared as a formal legal opinion
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> > > within the procedures described in Treasury Department Circular
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> > > 230. As a result, we are required by Treasury Regulations to
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> > > advise you that for any significant Federal tax issue addressed
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>
> > > herein, the advice in this communication (including any
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> > > attachments) was not intended or written to be used, and it cannot
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> > > be used by the taxpayer, for the purpose of avoiding penalties
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> >
>
> > > that may be imposed on the taxpayer.

> > > *****

> > > NOTICE BY GARDERE WYNNE SEWELL LLP

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> > > information from the law firm of Gardere Wynne Sewell LLP that is
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> > > confidential and/or privileged, or may contain attorney work
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> > > product. The information is intended only for the use of the

> > > addressee named above. If you are not the intended recipient, you
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> > > are hereby notified that any disclosure, copying, distribution or
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> > > the taking of any action in reliance on the contents of this
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> > > message or its attachments is strictly prohibited, and may be
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> > > unlawful. If you have received this message in error, please
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> > > delete all electronic copies of this message and its attachments,
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> > > if any, destroy any hard copies you may have created, without
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> > > disclosing the contents, and notify the sender immediately.
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> > > Unintended transmission does not constitute waiver of the
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> > > attorney-client privilege or any other privilege.
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> > > Unless expressly stated otherwise, nothing contained in this
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> > > message should be construed as a digital or electronic signature,
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>
> > > nor is it intended to reflect an intention to make an agreement by
>
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>
> > > electronic means.

>
> > > following...please confirm.
>
> >
>
> > > * Account details of QUANTEC LLC.
>
> >
>
> > > * Account details of NOVO POINT LLC.
>
> >
>
> > > * All payment history including the payment amounts, the recipient
>
> >
>
> > > of the payment, beneficiary of the payment, banking details of the
>
> >
>
> > > receiving bank account, current balance of both accounts, revenue
>
> >
>
> > > amount owing to date,
>
> >
>
> > > * Clarification on the nature of the assets: Domain Portfolios (Is
>
> >
>
> > > this description satisfactory to you?).
>
> >
>
> > > * Clarification on the value of such asset: The value of the
>
> >
>
> > > portfolios (The value of the domain portfolios is subjective, we
>
> >
>
> > > would not hazard a guess)
>
> >
>
> > > * We do not have any details on: /The identification and location
>
> >
>
> > > of any safe deposit box, commercial mail box, or storage facility
>
> >
>

> > > that is either titled in the name, individually or jointly, of any
>
> >
>
> > > Receivership Party, whether in whole or in part; and/
>
> >
>
> > > * We do not have any details on: /If the account, safe deposit
>
> >
>
> > > box, storage facility, or other asset has been closed or removed,
>
> >
>
> > > the date closed or removed and the balance of said date./
>
> >
>
> > > * For the following request...
>
> >
>
> > > /Copies of all records or other documentation pertaining to each
>
> >
>
> > > such account or asset, including, but not limited to originals or
>
> >
>
> > > copies of account applications, account statements, corporate
>
> >
>
> > > resolutions, signature cards, checks, drafts, deposit tickets,
>
> >
>
> > > transfers to and from the accounts, all other debit and credit
>
> >
>
> > > instruments or slips, currency transaction reports, 1099 forms,
>
> >
>
> > > and safe deposit box logs[.]
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>
> > > We have previous record of every email correspondence with the

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>
> > > parties that we liaised with(There were numerous parties). Are you
>
> >
>
> > > asking for ALL past records(email correspondence) with anything
>
> >
>
> > > related to Quantec LLC & Novo Point LLC? If need be, we can
>
> >
>
> > > forward every email to you, please confirm.
>
> >
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> > >
>
> > > ** Is your request limited to Quantec LLC & Novo Point LLC
>
> >
>
> > > accounts or(Accounts created in February, 2010), does it include
>
> >
>
> > > Simple Solution accounts which were same portfolios in different
>
> >
>
> > > accounts(dating back to January, 2007).
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>
> > > Please advise/clarify so we can accommodate you to the best of our
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> > > abilities.
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> > > Best regards,
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Don Ham

Reinvent.com <<http://Reinvent.com>>

GOLDEN, BARRY wrote:

Dear Mr. Ham,

As you are aware, on November 24, 2010, the Court issued an /Order

Appointing Receiver/ in the matter /In re: Ondova Limited Com,

Case No. 3:09-cv-0988, in the United States District Court for the

Northern District of Texas, Dallas Division/ (the "Order") (and

>
> > > for your convenience, I am reattaching a copy of the Order to this
>
> >
>
> > > e-mail). In the Order, the Court appointed Peter Vogel as
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> > > Receiver. I am counsel for the Receiver.
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> > > The Order provides, among other things, that you, as someone whom
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> >
>
> > > the Receiver believes has information and documents related to one
>
> >
>
> > > or more of the Receivership Parties, Receivership Assets, and
>
> >
>
> > > Receivership Documents [terms that are all defined in the Order]
>
> >
>
> > > shall */_immediately_/* provide the Receiver with a statement
>
> >
>
> > > including the following:
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> > >
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> > >
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>>>
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>
>>> /The identification number of each account or asset titled in the
>
>>
>>> name, individually or jointly, of any Receivership Party, or held
>
>>> on behalf thereof, or for the benefit thereof, including all trust
>
>>> accounts managed on behalf of any Receivership Party or subject to
>
>>> any Receivership Party's control;/

/ /

>>> /The balance of each such account, or a description of the nature
>
>>> and value of such asset;/

/ /

>>> /The identification and location of any safe deposit box,

>
> >
>
> > > commercial mail box, or storage facility that is either titled in
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> >
>
> > > the name, individually or jointly, of any Receivership Party,
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> > > whether in whole or in part; and/
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> > > /If the account, safe deposit box, storage facility, or other
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> > > asset has been closed or removed, the date closed or removed and
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> > > the balance of said date. /
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>
> > > (collectively, the "Account Information"). The Order further
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> > > provides, among other things, that you shall */_immediately_/*
>

>
> > > (collectively, the "Account Documents"). The Receiver has an
>
> >
>
> > > */_urgent_/* need for this Account Information and Account
>
> >
> > > Documents (collectively, the "Requested Materials"). Thus, the
>
> >
> > > Receiver hereby instructs you to provide the Requested Materials
>
> >
> > > to me (at the address identified at the bottom of this e-mail)
>
> >
> > > */_no later than 11:00 a.m. (Central) on November 29, 2010_/* (the
>
> >
> > > "Receiver Request").
>
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> > >
> > > */_Failure to comply fully and timely with the Receiver Request
>
> >
> > > shall be grounds for a motion for contempt of the Receiver
>
> > order_/*.
>
> >
> > >
> >
> > >
> >
> > >
>

>
> > > 1601 Elm Street, Suite 3000 | Dallas, TX 75201

>
> >

>
> > > 214.999.4746 direct

>
> >

>
> > > 214.999.3446 fax

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EXHIBIT Y

LOH, PETER

From: GOLDEN, BARRY
Sent: Tuesday, December 14, 2010 9:19 AM
To: 'tpj@dfwlawyer.com'; 'Joshua Cox'; 'Gary Schepps'; 'Jeff Harbin'; 'Jeff Baron'
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; 'Corky Sherman'; 'Urbanik, Raymond'; 'Damon Nelson'
Subject: Diversion of Hitfarm Revenue to the Receiver

Mr. Jackson, Mr. Cox, Mr. Schepps, Mr. Harbin, and Mr. Baron:

As a follow-up to my e-mail from yesterday evening, your refusal to allow the Receiver access to Receiver Assets, including certain accounts, has put the Receiver in a cash crunch, so that the Receiver will be unable to pay Fabulous.com amounts owed and coming due. And this failure to pay Fabulous.com those amounts will lead to non-renewal of approximately 36,000 domain names. The Receiver again instructs you to provide him access to those accounts, so that he can pay Fabulous.com and renew the domain names.

Per the e-mail chain below, the Receiver is further instructing you to provide Fabulous.com with written authorization to Don Ham at Hitfarm for Hitfarm to divert amounts that Hitfarm would otherwise be sending to a certain bank account that was previously accessible to Mr. Baron (but that is now frozen) to a different bank account that is currently accessible to the Receiver. Your failure to comply with this instruction will be a violation of the Receiver Order and will also be the reason why the 36,000 domain names will expire.

Barry Golden
Counsel for the Receiver

-----Original Message-----

From: Don Ham [mailto:dham@reinvent.com]
Sent: Friday, December 10, 2010 2:51 PM
To: LOH, PETER
Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly Janes-Reinvent"@mail.reinvent.com
Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due by 11:00 a.m. on 11/29/10

Hi Peter,

Hitfarm will not divert any money earned without consent from BOTH Mr. Baron or one of his attorneys/representatives AND the Receiver, we will continue to make regular payments to current payment details. Hitfarm will not divert payments unless we have express consent from the Receiver.

Thanks,

Don Ham
Reinvent.com

LOH, PETER wrote:

>
> Don:
>
>
>
> Perhaps I was not clear with my first question. I want to know
> whether hitfarm.com will confirm that it will not divert money
> earned from the Novo Point and Quantec internet domain names if so
> requested by Mr. Baron or one of his attorneys/representatives unless
> it receives written authorization from the Receiver to do so.
>
>
>
> Currently, the money is going to the two BBVA Compass Bank accounts we
> discussed below. I want to make sure it will not be diverted
> elsewhere unless the Receiver requests or approves of the
> diversion ahead of time.
>
>
>
> Thank you.
>
>
>
> Peter L. Loh | Partner
>
> Gardere Wynne Sewell LLP
>
> 1601 Elm Street, Suite 3000 | Dallas, TX 75201
>
> 214.999.4391 direct
>
> 214.729.9058 cell
>
> 214.999.3391 fax
>
> www.Gardere.com
>
>
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>
>
> *****
>
> IRS CIRCULAR 230 DISCLOSURE:
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>
>
> This communication has not been prepared as a formal legal opinion
> within the procedures described in Treasury Department Circular 230.
> As a result, we are required by Treasury Regulations to advise you
> that for any significant Federal tax issue addressed herein, the
> advice in this communication (including any attachments) was not
> intended or written to be used, and it cannot be used by the taxpayer,
> for the purpose of avoiding penalties that may be imposed on the taxpayer.
>
>

>
> *****
>
> NOTICE BY GARDERE WYNNE SEWELL LLP
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>
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> immediately. Unintended transmission does not constitute waiver of
> the attorney-client privilege or any other privilege.
>
>
> Unless expressly stated otherwise, nothing contained in this message
> should be construed as a digital or electronic signature, nor is it
> intended to reflect an intention to make an agreement by electronic means.
>
>
>
> -----Original Message-----
> From: Don Ham [mailto:dham@reinvent.com]
> Sent: Friday, December 10, 2010 2:18 PM
> To: LOH, PETER
> Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly
> Janes-Reinvent"@mail.reinvent.com
> Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due
> by 11:00 a.m. on 11/29/10
>
>
>
> Peter,
>
>
>
> 1. Hitfarm will not change payment details for either accounts unless
> the receiver agrees to cover all Hitfarm's legal expenses related to
> either accounts(to be deducted from the revenue owed, on a monthly
> basis). And we will only divert the payments if our attorneys advise us
> to divert the payments.
>
>
>

>
> 2. We will happily answer Mr. Golden's original questions when your firm
>
> addresses the questions/concerns I addressed in reply to the original
>
> email from Mr. Golden. We are still not clear on exact details of what
>
> would be satisfactory to your firm.
>
>
>

> I'm sorry but our company is on our way out to volunteer at local
>
> charities, then off to our company dinner. I will be unavailable from
>
> this time forth until tomorrow, please be patient for any replies.
>
>
>

> Regards,
>
>
>

> Don Ham
>

> Reinvent.com
>
>
>

> LOH, PETER wrote:
>
> >

> > Don: Two more questions:
>
> >
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> >
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> >

> > 1. Can you please confirm that hitfarm.com will not allow
>
> > revenue earned from the Novo Point and Quantec portfolios to be
>
> > diverted to different accounts without the express permission of the
>
> > Receiver?
>
> >
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> >

> > 2. When can we expect answers to Barry Golden's original questions
>
>

> > from the beginning of the email chain?

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>

> > Thank you.

>
> >
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>
> >

> > Peter L. Loh | Counsel for the Receiver

>
> >
>

> > Gardere Wynne Sewell LLP

>
> >

> > 1601 Elm Street, Suite 3000 | Dallas, TX 75201

>
> >

> > 214.999.4391 direct

>
> >

> > 214.729.9058 cell

>
> >

> > 214.999.3391 fax

>
> >

> > www.Gardere.com

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> > IRS CIRCULAR 230 DISCLOSURE:

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> > This communication has not been prepared as a formal legal opinion
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> > within the procedures described in Treasury Department Circular 230.
>
> > As a result, we are required by Treasury Regulations to advise you
>
> > that for any significant Federal tax issue addressed herein, the
>
> > advice in this communication (including any attachments) was not
>
> > intended or written to be used, and it cannot be used by the taxpayer,
>
> > for the purpose of avoiding penalties that may be imposed on the
> taxpayer.

>
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> > *****

> > NOTICE BY GARDERE WYNNE SEWELL LLP

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> > This message, as well as any attached document, contains information
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> > and its attachments, if any, destroy any hard copies you may have
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> > created, without disclosing the contents, and notify the sender

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> > immediately. Unintended transmission does not constitute waiver of
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> > the attorney-client privilege or any other privilege.
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> > Unless expressly stated otherwise, nothing contained in this message
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> > should be construed as a digital or electronic signature, nor is it
>
> > intended to reflect an intention to make an agreement by electronic
> means.

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> >

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> >

> > -----Original Message-----

> > From: Don Ham [mailto:dham@reinvent.com]

> > Sent: Friday, December 10, 2010 2:05 PM

> > To: LOH, PETER

> > Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; "Carly

> > Janes-Reinvent"@mail.reinvent.com

> > Subject: Re: URGENT RECEIVER REQUEST - Information and Documents due

> > by 11:00 a.m. on 11/29/10

> >

> >

> >

> > Hi Peter,

> >

> >

> >

>
> > More than happy to assist in any way we're able. Please note I am adding
>
> >
>
> > Carly Janes(Hitfarm Manager) to our conversation, please include Carley
>
> >
>
> > in all future correspondence between us.
>
> >
>
> >
>
> > Yes, Quantec and Novo Point revenue payments are paid to these two bank
>
> >
>
> > accounts.
>
> >
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>
> > Regards,
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> >
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> >
>
> > Don Ham
>
> >
>
> > Reinvent.com
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> >
> > LOH, PETER wrote:
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>

> > > Don: Can you please confirm that the funds for the Novo Point and
>
> >
>
> > > Quantec internet domain names from hitfarm.com is currently directed
>
> >
>
> > > at one or both of these accounts:
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>
> > > BBVA Comass Bank Account Numbers 2521421315 and 2521421323.
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>
> > > I appreciate you taking the time to speak with me. We will be in
>
> > touch.
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> >
>
> > > Peter L. Loh | Counsel for the Receiver
>
> >
>
> > > *Gardere Wynne Sewell LLP
>
> >
>
> > > *1601 Elm Street, Suite 3000 | Dallas, TX 75201
>
> >
>
> > > 214.999.4391 direct
>
> >
>
> > > 214.729.9058 cell
>
> >
> > > 214.999.3391 fax
>
> >
>
> > > Gardere <<http://www.gardere.com>> | Bio
>
> >
>
> > > <http://www.gardere.com/Attorneys/Attorney_Bio/?id=428> | vCard
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> >
> <http://www.gardere.com/Attorneys/Attorney_Bio/vcard.vcf?id=428&action=vCard>
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>
> > > <<http://www.gardere.com/>>
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> > > *****

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> > > IRS CIRCULAR 230 DISCLOSURE;

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> >

> > > This communication has not been prepared as a formal legal opinion

>
> >

> > > within the procedures described in Treasury Department Circular 230.

>
> >

> > > As a result, we are required by Treasury Regulations to advise you

>
> >

> > > that for any significant Federal tax issue addressed herein, the

>
> >

> > > advice in this communication (including any attachments) was not

>
> >

> > > intended or written to be used, and it cannot be used by the taxpayer,

>
> >

> > > for the purpose of avoiding penalties that may be imposed on the

>
> >

> > > taxpayer.

>
> >

> > > *****

>
> >

> > > NOTICE BY GARDERE WYNNE SEWELL LLP

>
> >

> > > This message, as well as any attached document, contains information

>
> >

> > > from the law firm of Gardere Wynne Sewell LLP that is confidential

>
> >

> > > and/or privileged, or may contain attorney work product. The

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>
> > > information is intended only for the use of the addressee named
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>
> > > above. If you are not the intended recipient, you are hereby notified
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> > > that any disclosure, copying, distribution or the taking of any action
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> > > in reliance on the contents of this message or its attachments is
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>
> > > strictly prohibited, and may be unlawful. If you have received this
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> > > message in error, please delete all electronic copies of this message
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> > > and its attachments, if any, destroy any hard copies you may have
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> > > created, without disclosing the contents, and notify the sender
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> > > immediately. Unintended transmission does not constitute waiver of
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>
> > > the attorney-client privilege or any other privilege.
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> > > Unless expressly stated otherwise, nothing contained in this message
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> > > should be construed as a digital or electronic signature, nor is it
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>
> > > intended to reflect an intention to make an agreement by electronic
>

> > means.
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> > >
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> >
>
> > > *From:* Don Ham [mailto:dham@reinvent.com]
>
> >
>
> > > *Sent:* Friday, December 10, 2010 1:28 PM
>
> >
>
> > > *To:* LOH, PETER
>
> >
>
> > > *Cc:* GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER
>
> >
>
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents due
>
> >
>
> > > by 11:00 a.m. on 11/29/10
>
> >
>
> > >
>
> >
>
> > >
>
> >
>
> > > Hi Peter,
>
> >
>
> > >
>
> >
>
> > > Please call me at 604.628-9388.
>
> >
>
> > >

>
> >
>
> > Regards,

> >
>
> >

> >
>
> > Don Ham

> >
>
> > Reinvent.com

> >
>
> >

> >
>
> > LOH, PETER wrote:

> >
>
> >

> >
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> >

> > Don: What is a number where I can reach you? Thank you.

> >
>
> >

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> >
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> >

> >
>
> > 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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> > > 214.729.9058 cell
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> >
> > > <http://www.gardere.com/Attorneys/Attorney_Bio/?id=428> | vCard
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> <http://www.gardere.com/Attorneys/Attorney_Bio/vcard.vcf?id=428&action=vCard>
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> > > <<http://www.gardere.com/>>
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> > > *****
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> > > IRS CIRCULAR 230 DISCLOSURE:
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> > > This communication has not been prepared as a formal legal opinion

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>
> > > within the procedures described in Treasury Department Circular 230.
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> >
>
> > > As a result, we are required by Treasury Regulations to advise you
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> >
>
> > > that for any significant Federal tax issue addressed herein, the
>
> >
>
> > > advice in this communication (including any attachments) was not
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>
> > > intended or written to be used, and it cannot be used by the taxpayer,
>
> >
>
> > > for the purpose of avoiding penalties that may be imposed on the
>
> > taxpayer.
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> >
>
> > > *****
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> >
>
> > > NOTICE BY GARDERE WYNNE SEWELL LLP
>
> >
>
> > > This message, as well as any attached document, contains information
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>
> > > from the law firm of Gardere Wynne Sewell LLP that is confidential
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>
> > > and/or privileged, or may contain attorney work product. The
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> > > information is intended only for the use of the addressee named
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> > > above. If you are not the intended recipient, you are hereby notified
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> > > that any disclosure, copying, distribution or the taking of any action
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> > > in reliance on the contents of this message or its attachments is
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>
> > > strictly prohibited, and may be unlawful. If you have received this
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> > > message in error, please delete all electronic copies of this message
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> > > and its attachments, if any, destroy any hard copies you may have
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> > > created, without disclosing the contents, and notify the sender
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> > > immediately. Unintended transmission does not constitute waiver of
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> > > the attorney-client privilege or any other privilege.
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> > > Unless expressly stated otherwise, nothing contained in this message
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> > > should be construed as a digital or electronic signature, nor is it
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>
> > > intended to reflect an intention to make an agreement by electronic
>
> > means.
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> > >
>
> >
>
> > > *From:* Don Ham [mailto:dham@reinvent.com]
>
> >

>
> > *Sent:* Friday, December 10, 2010 10:09 AM
>
> >
>
> > *To:* LOH, PETER
>
> >
>
> > *Cc:* GOLDEN, BARRY; BLAKLEY, JOHN DAVID; VOGEL, PETER; LOH, PETER
>
> >
>
> > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents due
>
> >
> > by 11:00 a.m. on 11/29/10
>
> >
> > >
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> >
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> > >
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> > >
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> >
>
> > Hello Mr. Loh,
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> >
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> > >
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> >
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> > >
>
> >
>
> > >
>
> > I will be available for a call anytime between 10am-12pm PST today.
>
> >
>
> > Please let me know a time and number between this time and I will call
>
> >
>

> > > you. If this time doesn't work for you, I will be available on Monday
>
> >
>
> > > afternoon.
>
> >
>
> > >
>
> >
>
> > > Thanks,
>
> >
>
> > >
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> > >
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> >
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> > >
>
> >
>
> > > Don Ham
>
> >
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> > >
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> >
>
> > > Reinvent.com <<http://Reinvent.com>>
>
> >
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> > >
>
> >
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> > >
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> >
>
> > > Please excuse typo,
>
> >
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> > >

>
> >
>
> > > Sent from my iPhone
>
> >
>
> > >
>
> >
>
> > >
>
> >
> > > On 2010-12-10, at 6:42 AM, "LOH, PETER" <ploh@gardere.com
>
> >
> > > <mailto:ploh@gardere.com>> wrote:
>
> >
>
> > >
>
> >
> > > Mr. Ham: I am one of Barry Golden's law partners. I am also
>
> >
> > > serving as counsel to the Receivership over Jeff Baron and the
>
> >
> > > Receivership Parties as discussed in greater detail in the
>
> >
> > > correspondence below. I would like to discuss Quantec and Novo
>
> >
> > > Point's accounts with hitfarm.com <<http://hitfarm.com>>. Is there
>
> >
> > > a convenient time for me to call you today? Please let me know.
>
> >
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>
> > > <image001.png> <<http://www.gardere.com/>>
>
> >
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> > >
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> > > *****
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>
> > > IRS CIRCULAR 230 DISCLOSURE:
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> >
>
> > > This communication has not been prepared as a formal legal opinion
>
> >
>
> > > within the procedures described in Treasury Department Circular
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> >
>
> > > 230. As a result, we are required by Treasury Regulations to
>
> >
>
> > > advise you that for any significant Federal tax issue addressed
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> >
>
> > > herein, the advice in this communication (including any
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>
> > > attachments) was not intended or written to be used, and it cannot
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>
> > > be used by the taxpayer, for the purpose of avoiding penalties
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>
> > > that may be imposed on the taxpayer.
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>
> > > *****
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>>
>
>>> NOTICE BY GARDERE WYNNE SEWELL LLP
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>>
>
>>> This message, as well as any attached document, contains
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>>> information from the law firm of Gardere Wynne Sewell LLP that is
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>>> confidential and/or privileged, or may contain attorney work
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>>> product. The information is intended only for the use of the
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>>> addressee named above. If you are not the intended recipient, you
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>>> are hereby notified that any disclosure, copying, distribution or
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>>> the taking of any action in reliance on the contents of this
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>>> message or its attachments is strictly prohibited, and may be
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>>> unlawful. If you have received this message in error, please
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>>> delete all electronic copies of this message and its attachments,
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>>> if any, destroy any hard copies you may have created, without
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>>> disclosing the contents, and notify the sender immediately.
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>
>>> Unintended transmission does not constitute waiver of the
>
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>
> > > attorney-client privilege or any other privilege.

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> >

> > > Unless expressly stated otherwise, nothing contained in this

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> >

> > > message should be construed as a digital or electronic signature,

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> >

> > > nor is it intended to reflect an intention to make an agreement by

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> >

> > > electronic means.

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>

From: Don Ham [mailto:dham@reinvent.com]

> > > *Sent:* Monday, November 29, 2010 2:25 PM
>
> >
>
> > > *To:* GOLDEN, BARRY
>
> >
>
> > > *Cc:* VOGEL, PETER; 'Urbanik, Raymond'; 'corky@syllp.com'
>
> >
>
> > > <mailto:%27corky@syllp.com>'
>
> >
>
> > > *Subject:* Re: URGENT RECEIVER REQUEST - Information and Documents
>
> >
>
> > > due by 11:00 a.m. on 11/29/10
>
> >
>
> > >
>
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> > >
>
> >
>
> > > Mr. Golden,
>
> >
>
> > >
>
> >
>
> > > We feel the deadline you have imposed on Hitfarm is not only
>
> >
>
> > > unreasonable but impossible to be met. I have just read your email
>
> >
>
> > > and it is already past your set deadline.
>
> >
>
> > >

>
> >
>
> > > We have every intention of cooperating with you to meet your
>
> >
>
> > > requests but you will have to be more reasonable with the
>
> >
>
> > > deadline. Furthermore, it would be helpful if you can extrapolate
>
> >
> > > what it is exactly we need to provide for you. My understanding
>
> >
>
> > > is, from having read your email, we need to provide the
>
> >
>
> > > following...please confirm.
>
> >
>
> > > * Account details of QUANTEC LLC.
>
> >
>
> > > * Account details of NOVO POINT LLC.
>
> >
>
> > > * All payment history including the payment amounts, the recipient
>
> >
>
> > > of the payment, beneficiary of the payment, banking details of the
>
> >
>
> > > receiving bank account, current balance of both accounts, revenue
>
> >
>
> > > amount owing to date,
>
> >
>
> > > * Clarification on the nature of the assets: Domain Portfolios (Is
>
> >
>
> > > this description satisfactory to you?).
>

> >
>
> > > * Clarification on the value of such asset: The value of the
>
> >
>
> > > portfolios (The value of the domain portfolios is subjective, we
>
> >
>
> > > would not hazard a guess)
>
> >
>
> > > * We do not have any details on: /The identification and location
>
> >
>
> > > of any safe deposit box, commercial mail box, or storage facility
>
> >
>
> > > that is either titled in the name, individually or jointly, of any
>
> >
>
> > > Receivership Party, whether in whole or in part; and/
>
> >
>
> > > * We do not have any details on: /If the account, safe deposit
>
> >
>
> > > box, storage facility, or other asset has been closed or removed,
>
> >
>
> > > the date closed or removed and the balance of said date./
>
> >
>
> > > * For the following request...
>
> >
>
> > > /Copies of all records or other documentation pertaining to each
>
> >
>
> > > such account or asset, including, but not limited to originals or
>
> >
>
> > > copies of account applications, account statements, corporate
>
> >

>
> > > resolutions, signature cards, checks, drafts, deposit tickets,
>
> >
>
> > > transfers to and from the accounts, all other debit and credit
>
> >
>
> > > instruments or slips, currency transaction reports, 1099 forms,
>
> >
>
> > > and safe deposit box logs[.]
>
> >
>
> > > /
>
> >
>
> > > We have previous record of every email correspondence with the
>
> >
>
> > > parties that we liaised with(There were numerous parties). Are you
>
> >
>
> > > asking for ALL past records(email correspondence) with anything
>
> >
>
> > > related to Quantec LLC & Novo Point LLC? If need be, we can
>
> >
>
> > > forward every email to you, please confirm.
>
> >
>
> > >
>
> >
>
> > > ** Is your request limited to Quantec LLC & Novo Point LLC
>
> >
>
> > > accounts or(Accounts created in February, 2010), does it include
>
> >
>
> > > Simple Solution accounts which were same portfolios in different
>
> >
>

> > > accounts(dating back to January, 2007).

>

> >

>

> > >

>

> >

>

> > > Please advise/clarify so we can accommodate you to the best of our

>

> >

>

> > > abilities.

>

> >

>

> > >

>

> >

>

> > > Best regards,

>

> >

>

> > >

>

> >

>

> > > Don Ham

>

> >

>

> > > Reinvent.com <<http://Reinvent.com>>

>

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>

> > > GOLDEN, BARRY wrote:

>

> >

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> > >

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>

> > > Dear Mr. Ham,

>

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> >

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> > >

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> > >
>
> >
>
> > > As you are aware, on November 24, 2010, the Court issued an /Order
>
> >
>
> > > Appointing Receiver/ in the matter /In re: Ondova Limited Com,
>
> >
>
> > > Case No. 3:09-cv-0988, in the United States District Court for the
>
> >
>
> > > Northern District of Texas, Dallas Division/ (the "Order") (and
>
> >
>
> > > for your convenience, I am reattaching a copy of the Order to this
>
> >
>
> > > e-mail). In the Order, the Court appointed Peter Vogel as
>
> >
>
> > > Receiver. I am counsel for the Receiver.
>
> >
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> > >
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> > >
>
> >
>
> > > The Order provides, among other things, that you, as someone whom
>
> >
>
> > > the Receiver believes has information and documents related to one
>
> >
>
> > > or more of the Receivership Parties, Receivership Assets, and
>

> >
>
> > > Receivership Documents [terms that are all defined in the Order]
>
> >
>
> > > shall */_immediately_/* provide the Receiver with a statement
>
> >
>
> > > including the following:
>
> >
>
> > >
>
> >
>
> > >
>
> >
> > >
>
> > > /The identification number of each account or asset titled in the
>
> >
> > > name, individually or jointly, of any Receivership Party, or held
>
> >
> > > on behalf thereof, or for the benefit thereof, including all trust
>
> >
> > > accounts managed on behalf of any Receivership Party or subject to
>
> >
> > > any Receivership Party's control;/
>
> >
>
> > >
>
> >
> > > / /
>
> >
>
> > >
>
> >

>
> > > /The balance of each such account, or a description of the nature
>
> >
>
> > > and value of such asset;/
>
> >
>
> > >
>
> >
>
> > > //
>
> >
>
> > >
>
> >
>
> > > /The identification and location of any safe deposit box,
>
> >
>
> > > commercial mail box, or storage facility that is either titled in
>
> >
>
> > > the name, individually or jointly, of any Receivership Party,
>
> >
>
> > > whether in whole or in part; and/
>
> >
>
> > >
>
> >
>
> > > //
>
> >
>
> > >
>
> >
>
> > > /If the account, safe deposit box, storage facility, or other
>
> >
>
> > > asset has been closed or removed, the date closed or removed and
>
> >
>

> > > the balance of said date. /

>

> >

>

> > >

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>

> >

> > > (collectively, the "Account Information"). The Order further

>

> >

>

> > > provides, among other things, that you shall **/_immediately_/**

>

> >

>

> > > provide the Receiver with the following:

>

> >

>

> > >

>

> >

>

> > >

>

> >

>

> > >

>

> >

>

> > > /Copies of all records or other documentation pertaining to each

>

> >

>

> > > such account or asset, including, but not limited to originals or

>

> >

>

> > > copies of account applications, account statements, corporate

>

> >

>

> > > resolutions, signature cards, checks, drafts, deposit tickets,

>

> >

>

> > > transfers to and from the accounts, all other debit and credit

>
> >
>
> > > instruments or slips, currency transaction reports, 1099 forms,
>
> >
>
> > > and safe deposit box logs[.]
>
> >
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> > >
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> > >
>
> > > (collectively, the "Account Documents"). The Receiver has an
>
> >
>
> > > */_urgent_/* need for this Account Information and Account
>
> >
> > > Documents (collectively, the "Requested Materials"). Thus, the
>
> >
> > > Receiver hereby instructs you to provide the Requested Materials
>
> >
> > > to me (at the address identified at the bottom of this e-mail)
>
> >
> > > */_no later than 11:00 a.m. (Central) on November 29, 2010_/* (the
>
> >
>
> > > "Receiver Request").
>
> >
>
> > >
>
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> > >
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> > >

> >
>
> > >
>
> >
>
> > > */_Failure to comply fully and timely with the Receiver Request
>
> >
>
> > > shall be grounds for a motion for contempt of the Receiver
>
> > order_/*.
>
> >
>
> > >
>
> >
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> > >
>
> >
>
> > >
>
> >
>
> > > Separately, I will be in contact with you at a later time about
>
> >
>
> > > further information or documents that the Receiver also requires
>
> >
> > > (/i.e./., aside from and in addition to the Requested Materials).
>
> >
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>
> > > If you have any questions, please e-mail or call me.
>
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> > >
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> > >
>
>
> > > Barry M. Golden | Counsel for the Receiver
>
> >
>
> > > *Gardere Wynne Sewell LLP
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Barry M. Golden | Counsel for the Receiver

*Gardere Wynne Sewell LLP

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1601 Elm Street, Suite 3000 | Dallas, TX 75201

214.999.4746 direct

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EXHIBIT Z

LOH, PETER

From: GOLDEN, BARRY
Sent: Monday, December 13, 2010 5:14 PM
To: 'Gary Schepps'; 'tpj@dfwlawyer.com'; 'Joshua Cox'; 'Jeff Harbin'; 'Jeff Baron'
Cc: VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; 'Urbanik, Raymond'; 'Corky Sherman'; 'Damon Nelson'
Subject: Potential Expiration of 36,000 Domain Names
Attachments: Jackson Letter.pdf

Mr. Jackson, Mr. Cox, Mr. Schepps, Mr. Harbin, and Mr. Baron:

On behalf of the Receiver, I am writing to you because your refusal to allow the Receiver to have access to Mr. Baron's accounts is about to cause the loss of approximately 36,000 domain names.

Mr. Jackson's December 10, 2010 letter (attached to this e-mail) makes two important statements: (1) "Quantec, L.L.C. and Novo Point, L.L.C. are ongoing, operational businesses with ongoing operating expenses" and (2) "it is necessary to prepay Fabulous.com for registration fees in the following approximate amounts: Quantec, LLC \$100,000 . . . Novo Point, LLC \$25,000." The Receiver agrees generally with those statements, except that Mr. Jackson's approximate amounts owed to Fabulous.com are way too low. Here is why.

Prior to the transfer of the domain names to Fabulous.com, the amount of \$614,096.26 was wired to Fabulous.com. That amount was used to pay:

- | | |
|---|--------------------------------|
| (1) Bulk Transfer Fee | \$50,000; |
| (2) November renewal fee | \$341,094.06; |
| (3) A partial amount of the December renewals fee | \$223,002.20 (out of the total |
- December renewal fee of \$326,059.80).

\$614,096.26 (paid to

Fabulous.com)

For the remainder of the December renewal fee, which is already overdue, Fabulous.com is still owed \$103,057.60. For the January renewal fee, which will become due on December 20, 2010, Fabulous.com will be owed another \$170,924.22. Thus, as of December 20, 2010, Fabulous.com will be owed a total of \$273,981.82.

Currently, there are approximately 42,000 names set to expire on December 20, 2010. Unless Fabulous.com is paid \$273,981.82 by December 20, 2010, approximately 36,000 of those names will, in fact, expire (i.e., no funds will exist to renew 36,000 of the 42,000 domain names, but by allowing those approximately 36,000 names to expire, there will then be sufficient funds to renew 6,000 of the 42,000 other domain names).

So, where may the Receiver obtain the funds necessary to pay Fabulous.com? Below are two potential sources of funds.

1. The Baron Accounts? The most immediate source of potential funds to pay the amounts due to Fabulous.com would be from Mr. Baron's and his companies' various accounts (the "Baron Accounts"). For at least two of the Baron Accounts (whose amounts the Receiver believes to total more than \$200,000), Jeff Harbin must appear at the bank and provide the Receiver with written authorization. Last week, Mr. Harbin refused to appear at the bank voluntarily. This morning, Mr. Harbin refused to appear at the bank notwithstanding a subpoena from the Receiver directing him to do so. This conduct is both in direct contravention of the Court's Receiver Order (and therefore subject to a potential motion for sanctions) and counterproductive to the Receiver's job of maintaining the Receiver Assets.
2. The monetizers? A second potential source of funds to pay the amounts due to Fabulous.com would be from the monetizers. Unfortunately, at least one of the monetizers, Hitfarm, has already advised the Receiver that Hitfarm will not remit funds to the Receiver absent express written permission by Mr. Baron or one of his attorneys. The Receiver is investigating whether the other monetizers are taking the same position. Assuming that to be the case, the monetizers will presumably be remitting the funds to certain of those same Baron Accounts for which you have denied the Receiver access.

In short, because you have denied the Receiver access to the Baron Accounts, the Receiver is facing serious and immediate cash-flow problems. For the Receiver to access the Baron Accounts and actually make those payments and renew those domain names, your cooperation and compliance with the Receiver Order is required. Unless you allow the Receiver access to the Baron Accounts—which you have thus far blocked—your interference will directly cause the loss of approximately 36,000 domain names.

Hopefully, you will reconsider the position you have taken and will allow the Receiver access to the Baron Accounts so that the Receiver may perform the job that the Court ordered him to do.

Barry Golden
Counsel for the Receiver
214.999.4746

EXHIBIT AA

LOH, PETER

From: Tine Faasili Ponia [TPonia@southpac.co.ck]
Sent: Friday, November 26, 2010 1:45 PM
To: GOLDEN, BARRY
Cc: Urbanik, Raymond; corky@syllp.com; VOGEL, PETER
Subject: RE: Activity in Case 3:09-cv-00988-F Netsphere Inc et al v. Baron et al Notice (Other)

Dear Barry

Thank you for your email.

Our position remains as set out in our email of 24 November 2010.

Regards,

Tine Faasili Ponia
GENERAL COUNSEL
SOUTHPAC TRUST LIMITED

Phone (682) 20 514
Facsimile (682) 20 667
USA Free Fax 1-800-863-0056
Website www.southpacgroup.com

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If you are not an intended recipient, you must not read, copy, use or disclose this communication to any other person.
Please also notify us immediately by telephoning (682) 20 514, or replying to this communication, and then delete all copies of it from your system.

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Friday, 26 November 2010 9:35 a.m.
To: Tine Faasili Ponia
Cc: 'Urbanik, Raymond'; 'corky@syllp.com'; VOGEL, PETER
Subject: FW: Activity in Case 3:09-cv-00988-F Netsphere Inc et al v. Baron et al Notice (Other)

Dear Tine Faasili Ponia,

I am counsel for the Receiver, and I am writing in response to your e-mail below.

As a threshold issue, the Court has assumed exclusive jurisdiction and taken possession of assets of all of the Receivership Parties, and directed the Receiver to collect, marshal, and take custody of the Receivership Assets. This would include the Receivership Assets that any of the Receivership Parties transferred to, among other places, the Cook Islands. *See U.S. v. Ross*, 302

F.2d 831, 34 (2nd Cir. 1962) (permitting Receiver to obtain stock certificates located in Bahamas).

To the extent that you believe we are mistaken, we would suggest that—in order to preserve the status quo—the Receiver and SouthPac Trust Limited agree to disagree for the moment. In the interim, the Receiver expects SouthPac Trust Limited's full compliance with the Court's Order.

Barry M. Golden | Counsel for the Receiver
Gardere Wynne Sewell LLP

1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4746 direct
214.999.3446 fax

Legal Knowledge. Human Wisdom.

GARDERE

From: Tine Faasili Ponia [mailto:TPonia@southpac.co.ck]

Sent: Wednesday, November 24, 2010 8:40 PM

To: VOGEL, PETER; Corky Sherman; rurbanik@munsch.com; thomas12@swbell.net; glyon.attorney@gmail.com; jamesmeckels@gmail.com; j.cox.email@gmail.com; jeffbaron1@gmail.com; jeff@jeffharbin.com; m.robertson@au.darkblueseacom; Samantha.Eisner@icann.org; amy.stathos@icann.org; enbrady@JonesDay.com; schnabel.eric@dorsey.com; mallard.robert@dorsey.com; dham@reinvent.com; ravinsphere@gmail.com; varak@yahoo.com; conrad@conradherring.com; dean ferguson; C2Coast@aol.com; daubeninc@gmail.com; gpronske@pronskepatel.com; erict@hts-law.com; eschurig@sjbt.com; craig.c@westllp.com; MacPete, John W.; jthallesq@gmail.com; rlurich@fflawoffice.com; pkeiffer@wgblawfirm.com; mhayward@fshlaw.com; jrasansky@jrlawfirm.com; fperry@pandblaw.com; sbroome@broomelegal.com; deniskleinfeld@kleinfeld.com; Mark@powerstaylor.com; altaylor@asiacititrust.com; bgarrey@gmail.com; SPhelan@thompsoncoe.com; Brian Mason; Traci_Davis@txnb.uscourts.gov; nancy.s.resnick@usdoj.gov

Subject: RE: Activity in Case 3:09-cv-00988-F Netsphere Inc et al v. Baron et al Notice (Other)

Dear Peter

Thank you for your email and attachment.

We have been advised by the former trustee that The Village Trust was not a party to this proceeding.

The order appointing the receiver is enforceable in the jurisdiction of the United States and not outside of it. As a matter of international law, the order may be enforceable in the Cook Islands but not without the Trust first having the opportunity to be heard in the proceeding. The Trust wasn't heard as it wasn't a party to the proceeding.

The Trust's primary source of funds is from Netsphere therefore this matter maybe purely academic.

As far as we are concerned, our primary obligation is to pay Ondova amounts due to it under the Mutual Settlement Agreement. We will leave the recovery of those funds from Ondova to you to pursue.

Regards,

Tine Faasili Ponia

GENERAL COUNSEL

SOUTHPAC TRUST LIMITED

Phone (682) 20 514

(682) 20 667

Fax 1-800-863-0056

www.southpacgroup.com

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If you are not an intended recipient, you must not read, copy, use or disclose this communication to any other person.

Please also notify us immediately by telephoning (682) 20 514, or replying to this communication, and then delete all copies of it from your system.

From: VOGEL, PETER [mailto:pvogel@gardere.com]

Sent: Wednesday, 24 November 2010 11:49 a.m.

To: Corky Sherman; Raymond J. Urbanik (rurbanik@munsch.com); 'Martin Thomas (thomas12@swbell.net)'; 'Gary G. Lyon (glyon.attorney@gmail.com)'; 'jamesmeckels@gmail.com'; 'j.cox.email@gmail.com'; 'jeffbaron1@gmail.com'; 'jeff@jeffharbin.com'; Tine Faasili Ponia; 'm.robertson@au.darkblueseacom'; 'Samantha.Eisner@icann.org'; 'amy.stathos@icann.org'; 'enbrady@JonesDay.com'; 'schnabel.eric@dorsey.com'; 'mallard.robert@dorsey.com'; 'dham@reinvent.com'; 'ravinsphere@gmail.com'; 'varak@yahoo.com'; 'conrad@conradherring.com'; 'dean ferguson'; 'C2Coast@aol.com'; 'daubeninc@gmail.com'; 'Gerrit Pronske (gpronske@pronskepatel.com)'; 'Eric Taube (erict@hts-law.com)'; 'Elizabeth M. Schurig (eschurig@sjbt.com)'; 'Craig A. Capua (craig.c@westllp.com)'; 'MacPete, John W.'; 'Jeffrey T. Hall (jthallesq@gmail.com)'; 'Ryan Lurich (rlurich@fflawoffice.com)'; 'pkeiffer@wgblawfirm.com'; 'mhayward@fslhlaw.com'; 'jrasansky@jrlawfirm.com'; 'fperry@pandblaw.com'; 'sbroome@broomelegal.com'; 'deniskleinfeld@kleinfeld.com'; 'Mark@powerstaylor.com'; 'altaylor@asiacititrust.com'; 'bgarrey@gmail.com'; 'SPhelan@thompsoncoe.com'; Brian Mason; 'Traci_Davis@txnb.uscourts.gov'; 'nancy.s.resnick@usdoj.gov'

Subject: Activity in Case 3:09-cv-00988-F Netsphere Inc et al v. Baron et al Notice (Other)

Importance: High

Please see Judge Furgeson's Order Appointing Receiver which was just filed.

My counsel and I will follow-up with the Receivership Parties, and on behalf of the Court we expect immediate compliance.

Peter S. Vogel | Receiver
Gardere Wynne Sewell LLP

1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4422 direct
214.914.1839 cell
214.999.3422 fax
Gardere | [Bio](#) | [vCard](#)

Legal Knowledge. Human Wisdom.

GARDERE

From: ecf_txnd@txnd.uscourts.gov [mailto:ecf_txnd@txnd.uscourts.gov]
Sent: Wednesday, November 24, 2010 3:42 PM
To: Courtmail@txnd.uscourts.gov
Subject: Activity in Case 3:09-cv-00988-F Netsphere Inc et al v. Baron et al Notice (Other)

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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U.S. District Court

Northern District of Texas

Notice of Electronic Filing

The following transaction was entered by Vogel, Peter on 11/24/2010 at 3:41 PM CST and filed on 11/24/2010
Case Name: Netsphere Inc et al v. Baron et al
Case Number: 3:09-cv-00988-F
Filer: Peter S Vogel
Document Number: 124

Docket Text:

NOTICE of Order Appointing Receiver filed by Peter S Vogel (Vogel, Peter)

3:09-cv-00988-F Notice has been electronically mailed to:

Case Admin Sup txnb_appeals@txnb.uscourts.gov

Carter Boisvert (Terminated) cboisvert@flawoffice.com

Charla G Aldous caldous@aldouslaw.com, bwalker@aldouslaw.com, edavila@aldouslaw.com, elessem@aldouslaw.com

Craig A Capua craig.c@westllp.com, ldavis@westllp.com

Curt M Covington ccovington@munsch.com, sblackstock@munsch.com

Douglas D Skierski dskierski@fslhlaw.com

E P Keiffer pkeiffer@wgblawfirm.com, bwallace@wgblawfirm.com

Franklin Howard Perry fperry@pandblaw.com, jholmes@pandblaw.com

Gary Gene Lyon glyon.attorney@gmail.com, garylyon@justice.com

Jeffrey H Rasansky jrasansky@jrlawfirm.com, michele@jrlawfirm.com, rwolf@jrlawfirm.com

John W MacPete jmacpete@lockelord.com

Kim M Carpenter kmoses@hswgb.com

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Lee J Pannier lpannier@munsch.com

Mark L Taylor mark@powerstaylor.com, cara@powerstaylor.com

Mark L Taylor mark@powerstaylor.com

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Raymond J Urbanik rurbanik@munsch.com

Robert Edward Wolf, Jr rwolf@jrlawfirm.com, shelly.mccart@jrlawfirm.com

Ryan K Lurich rlurich@fflawoffice.com

Stacey G Jernigan sgj_settings@txnb.uscourts.gov, anna_saucier@txnb.uscourts.gov

Stephen L Jones sjones@stephenjoneslaw.com, adavis@stephenjoneslaw.com, kwarner@stephenjoneslaw.com

3:09-cv-00988-F Notice required by federal rule will be delivered by other means (as detailed in the Clerk's records for orders/judgments) to:

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[STAMP dcecfStamp_ID=1004035775 [Date=11/24/2010] [FileNumber=5211653-0] [4801f314df766ad17f304a7bc1e0eba323b6a8a7e821b17d8a886410228bc87b89849b3163ba1187b8d653429a932b660959f9f0bc083662e973e05847e6a40b]]

EXHIBIT BB

LOH, PETER

From: GOLDEN, BARRY
Sent: Thursday, December 09, 2010 2:51 PM
To: Jeff Harbin
Cc: VOGEL, PETER; LOH, PETER
Subject: RE: Quantec LLC / Novo Point LLC

Mr. Harbin,

I don't recall receiving a response to my prior e-mail. When can we talk about James Eckels and your e-mail to him (from December 7, 2010 at the bottom of the chain). I would like a response, please.

Barry Golden

From: GOLDEN, BARRY
Sent: Wednesday, December 08, 2010 2:20 PM
To: Jeff Harbin
Cc: VOGEL, PETER; LOH, PETER
Subject: FW: Quantec LLC / Novo Point LLC

Mr. Harbin,

Are you available for a call tomorrow to talk about this? If so, please propose a time.

Barry Golden

From: GOLDEN, BARRY
Sent: Tuesday, December 07, 2010 6:59 PM
To: james eckels
Cc: Jeff Harbin; Joshua Cox; system.quasar; LOH, PETER; VOGEL, PETER
Subject: Re: Quantec LLC / Novo Point LLC

Jeff Harbin is not acting under any instruction of the Receiver or his counsel. In fact, I am utterly confused by Jeff Harbin's email and intend to follow up with Jeff Harbin tomorrow.

James, I look forward to our conference call at 9:00 a.m.

Sent from my iPad

On Dec 7, 2010, at 6:44 PM, "james eckels" <jamesmeckels@gmail.com> wrote:

Jeff:

No problem. Would love to continue on as we're finally getting some traction on some issues, but I understand your position.

A few follow up issues need to be addressed:

1. Quasar is listed as the domain registrant with Fabulous.com, as Quasar is the account holder and TIPA and Oakwood Services were not desired to be listed as the registrant. Yesterday, you mentioned another entity had been created to replace Quasar. May I have that information changed at Fabulous so that I stop getting the UDRP notices, etc.? Otherwise, I will have to charge Quantec LLC for my time associated with managing the mail, notices, etc. it receives.
2. Are you directing me not to participate in the teleconference tomorrow with the Receiver Parties on Quantec's behalf? If not me, is there someone else who will be there?
3. I'll need to formally withdraw from the BK case. I'll prepare that motion and file it later this week and send you a copy of the ruling for your file.
4. Corenetworks, Greendot., BBVA Compass accounts...all of these are associated with Quasar, etc. Please let me know to whom I can assign all of these accounts so that nothing is missed, lost, etc.

Thanks,

James

On Tue, Dec 7, 2010 at 6:14 PM, Jeff Harbin <jeff@jeffharbin.com> wrote:
James -

I want to thank you for all your efforts in getting the domain names transferred to Fabulous after the date you set for your resignation. It truly was above and beyond the call of duty. I also appreciate your attendance at the meeting with Peter yesterday. As the LLC's are not currently in position to pay you any further for your services, or to even request that you reconsider your decision to resign, I hereby acknowledge that you are no longer legal counsel for either Quantec LLC or Novo Point LLC, and that the management services of Quasar, LLC are no longer required. You are also instructed not to share any further client information with any outside party.

Jeff Harbin
Manager

--

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeff@jeffharbin.com

As to the next paragraph of this e-mail, the IRS has changed the way we all

must practice when giving tax advice. You will begin to see all professionals who practice before the IRS (attorneys and accountants) putting this disclaimer in any advice they give. This does not at all change the degree of care we take to provide the highest quality advice on a cost-efficient basis.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. We would be pleased to review them with you if you require such services.

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James M. Eckels, Esq.
Dallas, TX
562 899 0879 mobile
972 439 1882 office
jamesmeckels@gmail.com

EXHIBIT CC

LOH, PETER

From: GOLDEN, BARRY
Sent: Tuesday, December 14, 2010 8:53 AM
To: 'Mike Robertson'
Cc: VOGEL, PETER; BLAKLEY, JOHN DAVID; LOH, PETER; 'james eckels'; 'Urbanik, Raymond'; 'Corky Sherman'; 'Jeff Baron'; 'Damon Nelson'; 'Joshua Cox'; 'Gary Schepps'; 'tpj@dfwlawyer.com'; 'Jeff Harbin'
Subject: Unauthorized Attempt to Access Domain Names

Mike,

The Receiver has NOT granted Jeff Harbin permission to access these accounts.

Specifically, the following individuals (all of whom I are copying) are NOT representatives of the Receiver, and Fabulous.com should not be taking instructions from any of them relating to the domain names:

1. Jeff Harbin (not a representative of the Receiver, and Fabulous.com should NOT be accepting his instructions);
2. Jeff Baron (not a representative of the Receiver, and Fabulous.com should NOT be accepting his instructions);
3. Joshua Cox (not a representative of the Receiver, and Fabulous.com should NOT be accepting his instructions);
4. Thomas Jackson (not a representative of the Receiver, and Fabulous.com should NOT be accepting his instructions);
5. Gary Schepps (not a representative of the Receiver, and Fabulous.com should NOT be accepting his instructions).

Should any other individual seek access to the domain names or attempt to give Fabulous.com any instructions with regard to these domain names, and should you have any question as to whether that individual is a representative of the Receiver, please do not hesitate to contact Peter Vogel (the Receiver), Peter Loh (counsel for the Receiver) or me.

Please let me know if you have any other questions.

Barry Golden
Counsel for the Receiver

From: Mike Robertson [mailto:m.robertson@fabulous.com]
Sent: Tuesday, December 14, 2010 12:41 AM
To: 'Jeff Harbin'

Cc: VOGEL, PETER; GOLDEN, BARRY; BLAKLEY, JOHN DAVID; LOH, PETER; 'james eckels'
Subject: RE: Quantec LLC / Novo Point LLC

Hi Jeff,

Hope you had a good weekend.

Can you please co-ordinate with the Receiver for access to the account.

So everyone is aware, Fabulous.com does allow sub-users to be created. And each sub-user can be granted different levels of access/permissions. To set these up, all you need to do is go to the Admin > Manage User page.

If there's any questions or you need further assistance, please let me know.

Cheers,

Mike

Mike Robertson
Business Development Manager

Fabulous.com
Dark Blue Sea
Suite 2, 47 Warner St
Fortitude Valley, QLD 4006
AUSTRALIA

Phone: +61 7 3007 0042
Fax: +61 7 3007 0075
Email: mike@fabulous.com
IM: [mikefabulous](#) (Skype)
m.robertson@fabulous.com (Windows)


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From: Jeff Harbin [<mailto:jeff@jeffharbin.com>]
Sent: Tuesday, 14 December 2010 9:58 AM
To: Mike Robertson
Subject: Re: Quantec LLC / Novo Point LLC

Mike -

Apparently when we changed the email for the account the other day to manager.urdmc@gmail.com, it reset the log in name and password on our account, and now it appears no one has access to our Fabulous account. Can we assign a log in name and then let me go choose a password?

Jeff

On 12/10/10 1:04 AM, Mike Robertson wrote:
Hi Jeff,

There's only one account that all the domains are under, the username is, quasar.

For security reasons, unfortunately I'm unable to send the password via standard email. I would touch base with James Eckles, as I believe he was the one that originally setup the account.

Alternatively, I can reset the password on the account and a new one will be issued to your email, jeff@jeffharbin.com.

Let me know how you want to proceed.

Because the November renewals haven't been processed yet, as discussed, they will be automatically processed (unless we send a delete command) 45 days after expiry.

You can see an Finance transactions that have occurred under the Finance > Invoice History page. If you would prefer, I can give you a call walk you through the Fab Admin next week.

Unfortunately we don't have an area that estimates upcoming renewal costs. However, James sent me the attached doc awhile back which you might find useful.

If you have any other questions or need assistance with anything, please don't hesitate in contacting me.

Enjoy your weekend.

Mike

Mike Robertson
Business Development Manager

Fabulous.com
Dark Blue Sea
Suite 2, 47 Warner St
Fortitude Valley, QLD 4006
AUSTRALIA

Phone: +61 7 3007 0042
Fax: +61 7 3007 0075
Email: mike@fabulous.com
IM: mkefabulous (Skype)
m.robertson@fabulous.com (Windows)

 [LinkedIn profile](#)

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From: Jeff Harbin [<mailto:jeff@jeffharbin.com>]
Sent: Friday, 10 December 2010 9:00 AM
To: Mike Robertson
Subject: Quantec LLC / Novo Point LLC

Mike -

Will you provide me with the user name and password for each of these entities? I seem to have been left out of the loop accidentally when that data was applied for.

Also, as a newbie to your dashboard, am I going to be able to see how much each entity was billed was billed for November and December registration fees? Is there a way to know or at least estimate the fees that will be due in January? I guess it's the CPA coming out in me.

Jeff

--

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeff@jeffharbin.com

As to the next paragraph of this e-mail, the IRS has changed the way we all must practice when giving tax advice. You will begin to see all professionals who practice before the IRS (attorneys and accountants) putting this disclaimer in any advice they give. This does not at all change the degree of care we take to provide the highest quality advice on a cost-efficient basis.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. We would be pleased to review them with you if you require such services.

CONFIDENTIALITY NOTICE:

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--

Jeffrey L Harbin PC
6503 Camille Ave
Dallas, TX 75252-5436
972.758.8600 Phone
972.985.3983 Fax
jeff@jeffharbin.com

As to the next paragraph of this e-mail, the IRS has changed the way we all must practice when giving tax advice. You will begin to see all professionals who practice before the IRS (attorneys and accountants) putting this disclaimer in any advice they give. This does not at all change the degree of care we take to provide the highest quality advice on a cost-efficient basis.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice contained herein (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any

federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein. Special rules apply to advice in these areas. We would be pleased to review them with you if you require such services.

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EXHIBIT DD

LOH, PETER

From: LOH, PETER
Sent: Wednesday, December 01, 2010 6:02 PM
To: 'jeffbaron1@gmail.com'
Cc: VOGEL, PETER; LOH, PETER; GOLDEN, BARRY
Subject: Receiver's Disbursement of Funds

Mr. Baron: Good evening. My name is Peter Loh. I am one of the attorneys working for the Receiver in this matter. The Order Appointing Receiver provides that "the Receiver shall immediately have the following express powers and duties . . . [t]o make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or authority granted by, this order." To that end, the Receiver is arranging for a check to be issued to you for certain of your daily living expenses.

The Receiver will determine the appropriate amounts to be disbursed and in what time periods on a going forward basis. In fact, the amounts disbursed and time periods for disbursement may vary slightly or greatly. The Receiver is still making a determination in this regard and will likely require additional information from you and other parties which will be detailed at a later date.

Thank you.

Peter L. Loh | Partner
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
214.729.9058 cell
214.999.3391 fax
[Gardere](#) | [Bio](#) | [vCard](#)

Legal Knowledge. Human Wisdom.
GARDERE

IRS CIRCULAR 230 DISCLOSURE:

This communication has not been prepared as a formal legal opinion within the procedures described in Treasury Department Circular 230. As a result, we are required by Treasury Regulations to advise you that for any significant Federal tax issue addressed herein, the advice in this communication (including any attachments) was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

NOTICE BY GARDERE WYNNE SEWELL LLP

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

EXHIBIT EE

LOH, PETER

From: LOH, PETER
Sent: Thursday, December 02, 2010 4:23 PM
To: 'jeffbaron1@gmail.com'
Cc: VOGEL, PETER; GOLDEN, BARRY; LOH, PETER; BLAKLEY, JOHN DAVID
Subject: RE: Jeff Baron Receivership

Mr. Baron: I am counsel for the Receiver. Please confirm your current address and phone number.

Peter L. Loh | Partner
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
214.729.9058 cell
214.999.3391 fax
[Gardere](#) | [Bio](#) | [vCard](#)

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IRS CIRCULAR 230 DISCLOSURE:

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NOTICE BY GARDERE WYNNE SEWELL LLP

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

Dear Mr. Vogel,

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

Thank you for your consideration.

Jeff

From: VOGEL, PETER [mailto:pvogel@gardere.com]
Sent: Thursday, December 02, 2010 1:20 PM
To: LOH, PETER; 'jeffbaron1@gmail.com'
Cc: GOLDEN, BARRY; BLAKLEY, JOHN DAVID
Subject: Re: Jeff Baron Receivership

Mr. Baron,

I'm in Comerica Bank at this moment & need this information as soon as possible so we can complete opening the account. We will bring you a signature card & checks this afternoon so the sooner we get this information the better.

Thank you,

Peter Vogel,
Receiver

From: LOH, PETER
To: 'jeffbaron1@gmail.com' <jeffbaron1@gmail.com>
Cc: VOGEL, PETER; GOLDEN, BARRY; LOH, PETER; BLAKLEY, JOHN DAVID
Sent: Thu Dec 02 13:14:38 2010
Subject: Jeff Baron Receivership

Mr. Baron: I am counsel for the Receiver, Peter Vogel, in this case. The Order Appointing Receiver provides that "the Receiver shall immediately have the following express powers and duties . . . [t]o make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or authority granted by, this order." To that end, the Receiver is establishing a bank account that he will fund so that you may have access to money. In order to give you signature authority on the account, we need certain personal information, i.e. birthdate, social security number, driver's license number, address, and phone number.

Please note that the Receiver will determine the appropriate amounts to be disbursed into the account and in what time periods on a going forward basis. In fact, the

amounts disbursed and time periods for disbursement may vary slightly or greatly. The Receiver is still making a determination in this regard and will likely require additional information from you and other parties which will be detailed at a later date.

Can you please call me at the number below or respond to this email with the information requested above? Thank you.

Peter L. Loh | Partner
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4391 direct
214.729.9058 cell
214.999.3391 fax
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IRS CIRCULAR 230 DISCLOSURE:

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NOTICE BY GARDERE WYNNE SEWELL LLP

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EXHIBIT FF

GARDERE

attorneys and counselors ■ www.gardere.com

Direct: 214-999-4746
Direct Fax: 214-999-3746
hgolden@gardere.com

December 2, 2010

Mr. Jeffrey Baron
2200 E. Trinity Mills Rd #106
Carrollton, TX 75006-7892

Via Hand Delivery

Re: *In re: Ondova Limited Company, Debtor*, Case No. 3:09-cv-0988, in the United States District Court for the Northern District of Texas, Dallas Division (the "Lawsuit").

Dear Mr. Baron,

I am counsel for the Receiver, Peter Vogel, in the Lawsuit.

As you are aware, the Order Appointing Receiver provides that "the Receiver shall immediately have the following express powers and duties . . . [t]o make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or authority granted by, this order." To that end, the Receiver is establishing a bank account that he will fund so that you may have access to money. In order to give you authority on the account, we will need your signature (for which we will be following up with you by separate correspondence).

In the interim, and in order to provide you with funds to pay for certain daily living expenses, enclosed is a check for \$1,000 drawn from the Receiver's own personal bank account. The Receiver will, of course, seek full reimbursement of this amount from the Receiver Assets.

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

Mr. Jeffrey Baron
December 2, 2010
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "B. M. Golden". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Barry M. Golden
Counsel for the Receiver

c: Peter S. Vogel, Receiver (via e-mail)
Peter L. Loh, Counsel for Receiver (via e-mail)

PETER S. VOGEL
ATTORNEY AT LAW
1801 ELM ST STE 3000
DALLAS, TX 75201-4757
214-999-4422

COMERICA BANK
DALLAS, TEXAS
32-76/1110

3530

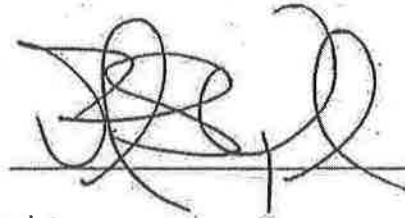
12/2/2010

PAY TO THE ORDER OF Jeffrey Baron

\$ **1,000.00

One Thousand Only*****

DOLLARS



MEMO
Miscellaneous Expenses

⑈003530⑈ ⑆121000753⑆ 7001340376⑈

PETER S. VOGEL
Jeffrey Baron
Receivership Payment

12/2/2010

3530

1,000.00

Peter S. Vogel, Attorney- Miscellaneous Expenses

1,000.00

EXHIBIT GG

GARDERE

attorneys and counselors ■ www.gardere.com

Tel: 214-999-4391
Fax: 214-999-3391
ploh@gardere.com

December 3, 2010

Jeffrey Baron
2200 E. Trinity Mills Rd. #106
Carrollton, Texas 75006-7892

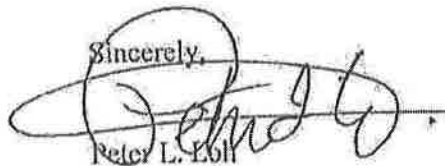
Re: Signature as Authorized Signer to Account for Peter S. Vogel, Receiver

Dear Mr. Baron,

As counsel for Peter S. Vogel, Receiver, I have sent this Business Deposit Account Signature Document via courier for your signature to become an authorized signer and agent to the account. I have also sent you ten blank checks to draw on the account. In order to have access to the account, you must sign the Signature Document where indicated. Please sign the document and return to me via the courier delivering the same.

Please note that the Receiver will determine the appropriate amounts to be disbursed into the account and in what time periods on a going forward basis. In fact, the amounts disbursed and time periods for disbursement may vary slightly or greatly. The Receiver is still making a determination in this regard and will likely require additional information from you and other parties which will be detailed at a later date.

Sincerely,



Peter L. Ebb

Encl.

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

Appx. 000265

13-10696.3320



BUSINESS DEPOSIT ACCOUNT SIGNATURE DOCUMENT- Texas

Account(s) Registration: Peter S Vogel Receiver For Jeffrey Baron	For Account Number(s): 1881326589	Type(s): Basic Business Checking
	Bank Use Only:	Opened by: La Sonya K Williams
	Opening Date 12/02/2010	Effective Date
		Approved by / Date: Office No. 761

ACCOUNT OWNER (BUSINESS ENTITY) INFORMATION

Taxpayer/Employer Identification Number (TIN/EIN) 75-1764643

The capitalized terms and the words "you" and "your" used on this Business Account Signature Document have the same meaning given to them in the Comerica Business and Personal Deposit Account Contract ("Contract").

ACCOUNT TERMS AND CONDITIONS: ACCOUNT TERMS, INCLUDING ALL SERVICES AND PRODUCTS SELECTED, AND CONDITIONS
By signing this Business Account Signature Document in the AUTHORIZED SIGNATURE(S) box below, you agree:

- The Contract terms will apply to the Account(s) and related services and products designated on this Business Account Signature Document; (which includes a Fee Brochure, Card-IVR Application Receipt, and, an APY disclosure, if applicable) which you have received;
1. There are no unwritten agreements about overdraft protection or any other matter related to the Account(s);
 2. The Authorized Signature of each Authorized Signer has been placed on this Business Account Signature Document or an approved attachment to this Business Account Signature Document and You will provide the Bank with timely information of any changes to Authorized Signers;
 3. Any dispute regarding the Account(s) that cannot be resolved without formal litigation will be resolved in the manner described in the Contract;
 4. THAT YOU HAVE THOROUGHLY REVIEWED THIS BUSINESS ACCOUNT SIGNATURE DOCUMENT TO ENSURE ALL PRODUCTS AND SERVICES YOU HAVE CHOSEN ARE INCLUDED AND THAT NO OTHER PRODUCT OR SERVICE WILL BE PROVIDED except to the extent You and the Bank execute other written agreements for other products and/or services; and
 5. That you have reviewed and consent to the provisions of the Business Check Card/ATM/IVR Application, Web Banking, Web Bill Pay Receipt, if applicable.

AUTHORIZED SIGNERS AND AUTHORIZED SIGNATURES OF PEOPLE THAT MAY CONDUCT ACCOUNT TRANSACTIONS (TREASURY MANAGEMENT SERVICES AND TRANSACTIONS ARE COVERED BY SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND THE BANK.)

AUTHORIZED SIGNATURE(S)

Signature	Name	Title	Identification No/Type (as Bank requires)
	Peter S Vogel	Authorized Signer	00865354 / Drivers License
	Jeffrey Baron	Authorized Signer	/
	Barry Golden	Authorized Signer	/
	Peter Loh	Authorized Signer	/

Attachments. Attach additional names and signatures, including Simulated Signatures.

Appx. 000266

13-10696.3321

ELECTRONIC TRANSFER SERVICES:

I(we) request all of the following:
EZ Perks Standard

Fees: Fees for use of the Card and IVR, if any, are contained in the Business Account Services and Charge and Interest Information Brochure for the linked Account.

ACCEPTANCE OF ABOVE DESCRIBED PRODUCTS/SERVICES AND TERMS AND CONTRACT TERMS
The undersigned is/are authorized by the Account Owner to enter into this Contract on behalf of the Account Owner:

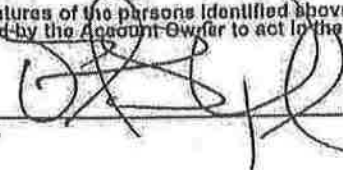
Second Authorized Agent, if required by Customer

Signature Peter S. Vogel
Name Receiver
Title _____
Date 12/2/2010

Signature Jeffrey Baron
Name Authorized Signer
Title _____
Date 12/2/2010

Certification of Signatures of Authorized Signers and authorized agents:

The Signatures of the persons identified above as Authorized Signers and authorized agents are those of the persons identified and such persons are authorized by the Account Owner to act in the capacity as indicated in this Document:

Signature 

Receiver
Title (Corp Secretary, Partner, LLC Manager/Member or Sole Proprietor)

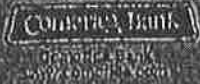
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (SUBSTITUTE FORM W-9) *The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.*

I have read the detailed instructions concerning backup withholding and taxpayer identification numbers and I CERTIFY UNDER PENALTIES OF PERJURY THAT (1) the number shown on the Business Signature Document is my correct taxpayer identification number and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien). (Instructions to signer: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return.)

Note: Exempt recipients, as described in Section 1.6069-4(c) of the Federal Tax Regulations, are not subject to backup withholding. Non U.S. persons (nonresident aliens) who are not subject to backup withholding are required to sign the appropriate Form W-8 or Substitute W-8BEN Bank form.

Authorized Agent _____ Signature  Date 12/2/2010

Welcome



The enclosed temporary checks have your account number printed on them. Please use these while your checks are being printed. When you receive your regular order, please destroy any unused temporary checks. Thank you for joining us this important anniversary.

9001
25-78-1110
781

DATE _____

PAY TO THE ORDER OF _____

\$ _____

DOLLARS



FOR _____

⑆00900⑆ ⑆111000753⑆ 1887326589⑆

9009
25-78-1110
781

DATE _____

PAY TO THE ORDER OF _____

\$ _____

DOLLARS



FOR _____

⑆009009⑆ ⑆111000753⑆ 1887326589⑆

Appx 000268

EXHIBIT III

AFFIDAVIT OF KEMPER BUSKIRK


BEFORE ME, the undersigned authority, on this day personally appeared KEMPER BUSKIRK, who after being by me duly sworn on oath states. I have personal knowledge of the facts and statements contained in this affidavit and agree that each is true and correct.

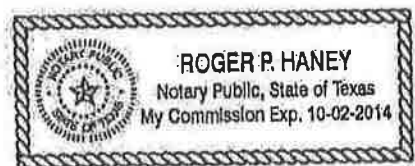
"My name is KEMPER BUSKIRK. I am over eighteen (18) years of age and am competent to make this affidavit.

I picked up a package on December 6th, 2010 from Special Delivery Service, for Gardere, Wynne, Sewell L L P, 1601 Elm Street, Suite 2600, Dallas, TX 75201 going to Jeffrey Baron, 2200 Trinity Mills Road, # 106, Carrollton, TX 75006. When I arrived at 3:30 p.m. there was no one home and I was instructed to take the package back to Gardere, Wynne, Sewell L L P.


Kemper Buskirk

SUBSCRIBED AND SWORN TO before me this 9 day of December 2010.


Notary Public in and for
The State of Texas



AFFIDAVIT OF LAWTON SENDERLING

BEFORE ME, the undersigned authority, on this day personally appeared Lawton Senderling, who after being by me duly sworn on oath states:

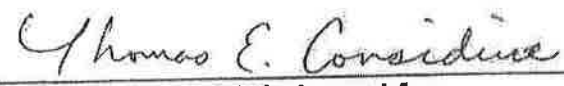
"My name is LAWTON SENDERLING. I am over eighteen (18) years of age and am competent to make this affidavit. I have personal knowledge of the facts and statements contained in this affidavit and agree that each is true and correct.

I picked up a package on December 6th, 2010 from the Special Delivery Service Offices for Gardere, Wynne Sewell L L P, 1601 Elm Street, Suite 2600, Dallas, TX 75201 going to Jeffrey Baron at 2200 E. Trinity Mills Road, # 106, Carrollton, TX 75006. I arrived at 10:58 a.m. and there was no answer when I knocked on the door. I was instructed to take the package back to the Special Delivery Service office.

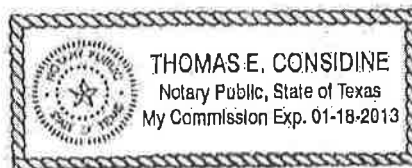


LAWTON SENDERLING

SUBSCRIBED AND SWORN TO before me this 9th day of December, 2010.



**Notary Public in and for
The State of Texas**



AFFIDAVIT OF ROBERT MAHAFFEY


BEFORE ME, the undersigned authority, on this day personally appeared ROBERT MAHAFFEY, who after being by me duly sworn on oath states:

"My name is Robert Mahaffey. I am over eighteen (18) years of age and am competent to make this affidavit. I have personal knowledge of the facts and statements contained in this affidavit and agree that each is true & correct.

I received a package on December 3rd, 2010, from Gardere, Wynne, Sewell L L P, 1601 Elm Street, Suite 2600, Dallas, TX 75201 going to the residence of Jeffrey Baron, 2200 E. Trinity Mills Road, #106, Carrollton, TX 75006. When I arrived at 5:50 p.m. There were no lights on and no one answered the door.


Robert Mahaffey

SUBSCRIBED AND SWORN TO before me this 6 day of December, 2010.


Notary Public in and for
The State of Texas

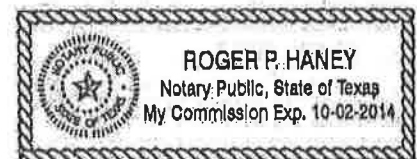


EXHIBIT II

LOH, PETER

From: GOLDEN, BARRY
Sent: Friday, December 03, 2010 1:29 PM
To: Jeff Baron
Cc: VOGEL, PETER; LOH, PETER
Subject: Funds for Medical Care and Medicine

Mr. Baron,

Just now, we received an “Emergency Motion to Vacate Order Appointing Receiver and in the Alternative, Motion to Stay Pending Appeal, and Brief in Support.” For your convenience, we are attaching a copy.

While we are still reviewing the motion, one issue jumps out. In paragraph 10 on page 6, the motion reads that you “cannot go to an independent doctor because the receiver has his money.” We were surprised to read that statement, as yesterday at 5:45 p.m., we delivered to you a \$1,000 check to be used for, among other things, medical care and medicine. (Attorney Sid Chesnin—purporting to speak on your behalf and copying you on his correspondence—previously sent us the attached e-mail proposing a monthly budget for you of \$3,600, which would be equivalent to approximately \$900 per week; and, as you know, the Receivership Order has been in place for a little more than a week.)

If you require additional and immediate funds for an independent doctor or any other medical care, please advise us immediately. In the meantime, and as we previously advised you, we are in the process of setting up bank accounts that would allow you to have access to certain funds on a more regular basis. To that end, we have been previously, and we will continue to be seeking your signature on a bank-signature card (which we will address in separate correspondence).

Barry Golden
Counsel for the Receiver

EXHIBIT JJ

LOH, PETER

From: GOLDEN, BARRY
Sent: Friday, December 03, 2010 5:40 PM
To: 'legal@schepps.net'
Subject: Baron Receivership

Gary,

It was good talking to you earlier this evening.

As I mentioned on the call, I've now had the opportunity to read your *Emergency Motion to Vacate Order Appointing Receiver and in the Alternative, Motion for Stay Pending Appeal, and Brief in Support*. I also read the accompanying affidavit.

I understand that Mr. Baron will be seeking a Court ruling that stays the enforcement of the Receiver Order. Until and unless such a stay occurs, however, the Receiver Order is in place, and as counsel for the Receiver, I must comply with that Order.

So, with that in mind, I am hopeful that—as you suggested during our call—you (and Mr. Baron, if you and he wish) and I can have a face-to-face meeting on Monday. At the meeting, I'd like to discuss each and every one of the issues Mr. Baron raises in his affidavit. At the same time, I'd like us to begin working in conjunction so that we can (a) achieve the goals set forth in the Receiver Order, and at the same time, (b) provide Mr. Baron with a much higher level of comfort than he is obviously experiencing right now. As an example of the latter, I'd like to work with Mr. Baron to determine his financial needs for daily living and the best ways to get money to him.

To put it simply, until the Receiver Order is lifted, I am charged with complying with the Receiver Order. And at the same time, I want Mr. Baron to be both physically and emotionally healthy. I don't necessarily think that those two goals need to be mutually exclusive, and hopefully, Mr. Baron would agree.

As I mentioned on the phone, if any issues arise over the weekend, please do not hesitate to e-mail me or call me (cell number is 214.893.9034; work number is 214.999.4746). As for what happens after the weekend, would you like me to come to your office on Monday morning—maybe around 9:00 or 9:30?

Regards,

Barry Golden
Counsel for the Receiver

EXHIBIT KK

LOH, PETER

From: GOLDEN, BARRY
Sent: Wednesday, December 08, 2010 11:28 AM
To: 'Gary Schepps'
Cc: Jeff Baron; VOGEL, PETER; LOH, PETER
Subject: Jeff Baron - Medical Issues

Gary,

I understand your position that the scope of your representation is limited to the appeal. I am nonetheless writing in response to a statement you wrote in an e-mail to me on Monday that Mr. Baron "is unable to control his blood sugar level and needs to be able to go to the doctor, and he wants to have a nurse come and help him deal with his situation."

I understand that Mr. Baron cashed Mr. Vogel's \$1,000 check, and hopefully, Mr. Baron used some of those funds to go to the doctor. If I'm wrong, please let know, and we'll figure out what to do next. In the meantime, we're working on getting another check to Mr. Baron for daily-living expenses such as additional doctor visits.

As far as retaining a nurse, does Mr. Baron have a particular nursing service in mind? Perhaps it would make sense if he (or you) told us the name of the nursing company that Mr. Baron would like to retain and the amount of the check that he would need the Receiver to cut to pay for the nurse, and we'll get this moving as quickly as possible.

Barry Golden
Counsel for the Receiver

EXHIBIT LL

LOH, PETER

From: jeffbaron1@gmail.com
Sent: Wednesday, December 08, 2010 8:59 PM
To: LOH, PETER
Subject: RE: Jeff Baron Receivership--Insurance Needs
Attachments: image001.png

Dear Mr. Loh,

I truly desire to communicate with you, but I am not an attorney and I do not know what my rights or obligations are. I want to be represented by an attorney. I want that attorney to communicate with you on my behalf. Please forward Mr. Schepps \$50,000.00 immediately, and allow me to sign a contract with him, so that I may retain him to represent me.

Jeff

From: LOH, PETER [mailto:ploh@gardere.com]
Sent: Wednesday, December 08, 2010 4:23 PM
To: 'jeffbaron1@gmail.com'; 'legal@schepps.net'
Cc: VOGEL, PETER; GOLDEN, BARRY; LOH, PETER; BLAKLEY, JOHN DAVID
Subject: Jeff Baron Receivership--Insurance Needs

Mr. Baron: It is the Receiver's understanding that the Trustee is currently paying for your health insurance. What other insurance needs do you have, i.e. home, automobile, etc. that you would like the Receiver to pay the premiums on? Please let us know, and we will see about taking care of these payments for you.

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
214.729.9058 cell
214.999.3391 fax
[Gardere](#) | [Bio](#) | [vCard](#)

Legal Knowledge. Human Wisdom.

GARDERE

IRS CIRCULAR 230 DISCLOSURE:

This communication has not been prepared as a formal legal opinion within the procedures described in Treasury Department Circular 230. As a result, we are required by Treasury Regulations to advise you that for any significant Federal tax issue addressed herein, the advice in this communication (including any attachments) was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

NOTICE BY GARDERE WYNNE SEWELL LLP

This message, as well as any attached document, contains information from the law firm of Gardere Wynne Sewell LLP that is confidential and/or privileged, or may contain attorney work product. The information is intended only for the use of the addressee named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

EXHIBIT MM

LOH, PETER

From: GOLDEN, BARRY
Sent: Friday, December 10, 2010 6:06 PM
To: Jeff Baron
Cc: 'Gary Schepps'; VOGEL, PETER; LOH, PETER; BLAKLEY, JOHN DAVID; 'Corky Sherman'; 'Roossien, Dennis'; 'Raymond Urbanik'
Subject: FW: Jeff Baron Receivership--Insurance Needs
Attachments: image001.png; Order.pdf

Mr. Baron,

Peter Loh forwarded me your e-mail below.

Pursuant to the attached, the Court has ordered "that the Receiver not employ a new lawyer for Baron or release funds to allow Baron to hire or pay for a new lawyer until further order of the Court." Accordingly, the Receiver cannot forward Mr. Schepps \$50,000.00 immediately or enter into a contract to employ Mr. Schepps, since that would be in violation of the attached Order.

As to Mr. Loh's question about insurance premiums, if you want the Receiver to pay for any insurance other than health insurance (which we understand is currently being paid for through the Trustee), please provide us with the name and phone number of the insurance agent, or some other way for us to get this done. If you choose not to provide us with this information, we will be unable to pay for any premiums, and your insurance may expire, leaving you without your desired coverage.

Regards,

Barry Golden
Counsel for the Receiver

From: jeffbaron1@gmail.com <jeffbaron1@gmail.com>
To: LOH, PETER
Sent: Wed Dec 08 20:58:34 2010
Subject: RE: Jeff Baron Receivership--Insurance Needs

Dear Mr. Loh,

I truly desire to communicate with you, but I am not an attorney and I do not know what my rights or obligations are. I want to be represented by an attorney. I want that attorney to communicate with you on my behalf. Please forward Mr. Schepps \$50,000.00 immediately, and allow me to sign a contract with him, so that I may retain him to represent me.

Jeff

From: LOH, PETER [mailto:ploh@gardere.com]
Sent: Wednesday, December 08, 2010 4:23 PM
To: 'jeffbaron1@gmail.com'; 'legal@schepps.net'
Cc: VOGEL, PETER; GOLDEN, BARRY; LOH, PETER; BLAKLEY, JOHN DAVID
Subject: Jeff Baron Receivership--Insurance Needs

Mr. Baron: It is the Receiver's understanding that the Trustee is currently paying for your health insurance. What other insurance needs do you have, i.e. home, automobile, etc. that you would like the Receiver to pay the premiums on? Please let us know, and we will see about taking care of these payments for you.

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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Legal Knowledge. Human Wisdom.

GARDERE

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

EXHIBIT NN

GARDERE

attorneys and counselors ■ www.gardere.com

Tel: 214-999-4391
Fax: 214-999-3391
ploh@gardere.com

December 8, 2010

Jeffrey Baron
2200 E. Trinity Mills Rd. #106
Carrollton, Texas 75006-7892

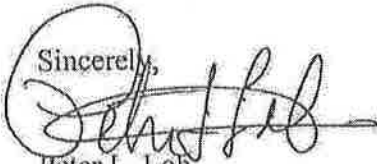
Via Hand Delivery

Re: Check to Jeffrey Baron for daily living expenses

Dear Mr. Baron,

As counsel for Peter S. Vogel, Receiver, I have sent this check for two thousand and six hundred dollars (\$2,600.00) to you via courier for your daily living expenses, including your medical care. The check is drawn on an account set up by the Receiver specifically for performance of his receivership duties.

Please note that the Receiver will determine the appropriate amounts to be disbursed to you from this account and in what time periods on a going forward basis. In fact, the amounts disbursed and time periods for disbursement may vary slightly or greatly. The Receiver is still making a determination in this regard and will likely require additional information from you and other parties which will be detailed at a later date.

Sincerely,

Peter L. Loh

Encl.

9000
32-70/1110
781

DATE December 8, 2010

PAY TO THE ORDER OF Jeffrey Baron \$ 2600 ^{XX}

Two Thousand and Six hundred ^{XX} DOLLARS

Comerica Bank
Comerica Bank
www.comerica.com

FOR Living Expenses & Medical Care

Peter J. Co
COUNSEL FOR RECEIVER

⑆004000⑆ ⑆111000753⑆ 1881384463⑆

EXHIBIT 00

LAW OFFICE
OF
THOMAS P. JACKSON
Attorney and Counselor
4835 LBJ Freeway
Suite 450
Dallas, Texas 75244
(972) 387-0007
Fax (972) 387-8707
Email tpj@dfwlwyer.com

December 10, 2010

Via Email: ploh@gardere.com

Peter Loh
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4757

Re: Netsphere Inc. Manila Industries, Inc.; and Munish Krishan vs. Jeffrey Baron and Ondova Limited Company, Civil Action Number 3-09CV0988-F

Dear Mr. Loh:

As we discussed, I have been retained to represent Quantec, L.L.C., and Novo Point, L.L.C in the referenced litigation. I am writing to you as the attorney for the receiver appointed in the referenced matter. While I am sure you can appreciate that my investigation into the facts of the case is ongoing, based upon my initial review, and my interview with the manager of these entities, my initial conclusion is that these entities are not subject to the Receivership Order dated November 24, 2010. As you are aware, no finding of alter ego has been made.

Notwithstanding the foregoing, my clients desire to cooperate with your client. As I am sure you are aware, Quantec, L.L.C. and Novo Point, L.L.C. are ongoing, operational businesses with ongoing operating expenses. I have been advised that the following bills are due:

Quantec, LLC bills due:

James Eckels, Attorney for November	\$7,000.00
Peter Wall, Programmer for 11/15-11/30	\$3,000.00
Jeff Harbin, Manager October and November	\$8,000.00

Novo Point, LLC bills due:

Josh Cox, Attorney for 11/16-11/30	\$2,718.75
Peter Wall, Programmer for 11/15-11/30	\$3,000.00
Jeff Harbin, Manager October and November	\$2,000.00

Appx: 000290

13-10696.3345

Re: Civil Action Number 3-09CV0988-F
December 10, 2010
Page -2-

As you are also aware, it is necessary to prepay Fabulous.com for registration fees in the following approximate amounts:

Quantec, LLC	\$100,000.00
Novo Point, LLC	\$25,000.00

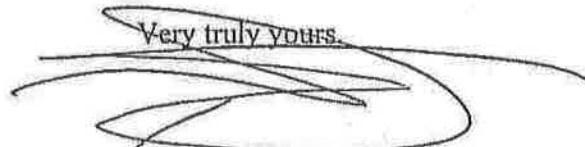
Although my clients dispute that they are subject to the Receivership Order, the purpose of this letter, as we sort this out, is to advise you that my clients desire to seek your agreement that these expenses are bona fide and proper and should be paid. In this regard, I am in receipt of your email requesting access to my client's bank accounts for Jeff Baron's "urgent medical care." This would be a payment for a purpose other than for proper business expenses, and would appear to be a request to cause my clients to be treated as Mr. Baron's alter ego, an allegation my clients deny.

Also, I note in your Motion to Clarify that you make reference to a ruling by the Judge at a telephone hearing. Is this ruling in writing? If so, may I get a copy of it? Also, was the telephone hearing on the record? Also, who testified at the hearing?

I am in receipt of your subpoena served today commanding Jeffrey Harbin to appear at BBVA-Compass Bank of Monday, December 13, 2010, at 9:00 a.m. As we also discussed, transmitted is my clients' Objection to Subpoena and Motion to Quash Subpoena.

Thank you for your cooperation and courtesies. Should you have any questions, or comments, please contact me.

Very truly yours,



Thomas P. Jackson

TPJ:pjr

cc: Quantec, LLC
Novo Point, LLC

**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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§
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§
§
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§
§

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

SWORN DECLARATION OF SIDNEY B. ("SID") CHESNIN

Sidney B. ("Sid") Chesnin declares under penalty of perjury pursuant to the laws of the United States as follows:

1. I have been licensed to practice law in Texas since 1982. I have been licensed to practice law in Illinois since 1975. I am a 1975 graduate of the University of Chicago Law School. I am rated AV by Martindale-Hubbell.

2. I was employed by Jeffrey Baron, Quantec LLC and Novo Point LLC as counsel on November 16, 2010. My contracts provided that Baron would pay me \$200 a month, Quantec LLC would pay me \$7800 a month and Novo Point LLC would pay me \$2000 a month. I was to invoice on the 30th a month and payment was due by the 10th of the following month. True and correct copies of the contracts are attached hereto.

3. My primary duties before November 24, 2010, the date of the Receivership

Order were to act as liason between Mr. Baron and the attorneys handling his interests in the Ondova Limited bankruptcy, the Gerrit Pronske adversary proceeding, the Mediator, Peter Vogel, and Stan Broome, the attorney for Baron in the adversary proceeding and the State Court Attorney Fee Claims. I also was preparing to file a response to a domain name arbitration proceeding.

4. I had agreed to substitute for Stan Broome in most but not all of the State Court Cases. On November 24, Mr. Broome informed me he was going to file a motion to withdraw in the Gerrit Pronske adversary proceeding. I offered to substitute in for him instead, but he filed anyway, bringing down the receivership.

5. When I reviewed the receivership order, I noted that Quantec LLC and Novo Point LLC were not listed as receivership parties. I assumed that the order would have included them if it intended them to be covered. Accordingly, I informed Mr. Baron that I would not charge him for my services thereafter, but would look to Quantec LLC and Novo Point LLC for my compensation.

6. During the next week, I communicated with Barry Golden concerning Mr. Baron's living expense budget, assisted Mr. Baron collect documents required by the Receiver, paid for a courier out of my own pocket, and met with Mr. Baron and Mr. Schepps. Mr. Schepps and Mr. Baron asked me to pass on several requests for funds to Mr. Golden, which I did.

7. On November 30, 2010, I participated in the conference call hearing on the Verisign motion to modify. During that hearing, counsel for the receiver stated that Quantec LLC and Novo Point LLC had always been covered by the Receivership Order.

Judge Ferguson indicated that a Motion to Clarify would be in order.

8. I immediately e-mailed Barry Golden, counsel for the receiver, to ask if I could be retained. He informed me that I was not and would not be retained, but I could send him an invoice for my time up to November 24 for consideration.

I sent Mr. Golden an invoice for \$2660 for the 8 days and added another invoice for \$4900 for the period up to November 30 and commented that I might have to apply to the court for payment since their negligence in omitting Quantec LLC and Novo Point LLC from the receivership order had caused me to work a week longer than I otherwise would have. I then emailed Jeff Baron and Jeff Harbin resigning effective immediately. I returned the next day to help Mr. Baron collect his documents and then departed, never to return.

9. I worked 120 hours (comes to \$40/hr.) during the two weeks I was employed. I have not received a penny from anyone, not Mr. Baron, Quantec LLC, Novo Point LLC, or the Receiver.

Further Affiant Sayeth Not.

Signed under penalty of perjury under the laws of the United States this 16th day of December, 2010.



SIDNEY B. CHESNIN

CERTIFICATE OF SERVICE

The undersign certifies that service has been made by the Clerk's electronic service on all parties requiring notice as well as the following parties by email..on

December 16, 2010

Barry Golden

Peter Loh

Peter Vogel

Jeff Baron

Jeff Harbin

Gary Schepps

Stan Broome



Sidney B. Chesnin

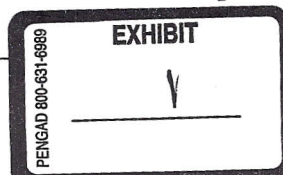
ATTORNEY-CLIENT AGREEMENT

This agreement ("Agreement" or "Master Agreement") is between Jeff Bero (together "Client") on the one hand, and Simon, Chesed ("Attorney") on the other. This Agreement is effective ~~October 24~~, 2010. Nov. 16

Purpose of Agreement. Client is hiring Attorney and Attorney agrees to represent Client in various litigation matters and in general matters for an initial term of one month (the "Initial Period") and automatically renewing on a month-to-month basis thereafter. For each litigation matter, Attorney and Client may enter into a separate representation agreement (a "Specific Matter Agreement") that may set forth the hourly rate of Attorney for purposes of determining and potentially recouping necessary and reasonable attorneys' fees in any given litigation. Notwithstanding the terms set forth in those Specific Matter Agreements, this Master Agreement governs the entire relationship between Client and Attorney, and the terms of the Master Agreement, including those with respect to the fees due Attorney, supersede any conflicting terms in any other agreements, including without limitation, the hourly rate set forth in a Specific Matter Agreement.

Scope of Engagement. Attorney is responsible for overseeing and handling all of Client's litigation matters, including without limitation, research, drafting, filing, conducting discovery, coordinating with opposing and local counsel, and handling hearings and trials for Client. Attorney will handle all litigation matters directly as counsel of record and will oversee, manage and direct other matters with local counsel when litigation is in a foreign state. Attorney is also responsible for general legal matters such as contract drafting and consulting. Attorney is further responsible for administrative functions as the company may designate. Except for working on the following cases, Attorney shall devote exclusively to representing the Client and shall not provide services or perform work for any other client, except as otherwise agreed to by further written agreement. see below

During times the Attorney provides services for other clients, Attorney's compensation shall be adjusted in accordance with the provisions in the Payment paragraph of this Agreement. Further, Attorney will obtain a large amount of confidential information and agrees that, during the term of this Agreement or any time thereafter, Attorney will not represent any party that is adverse to Client. Attorney shall provide work product, regardless of stage of completion, to Client's officers as requested and shall further



communicate the status of the various matters within Attorney's responsibility as requested.

Payment. On the 30th of each month that Attorney performs all work defined in the Scope of Engagement section of this Agreement, Attorney shall submit an invoice to Client and shall be paid within ten (10) days from the date an invoice is submitted, the amount of \$ 200⁰⁰, except that the amount paid for any period in which Attorney performs work for others shall be \$ 0 per day. The first month's payment shall be calculated on a prorated basis.

Additional Matters. Attorney will not enter into a fee sharing arrangement concerning any matters related to Client without Client's written approval.

Expenses. In addition to Attorney's fee for rendering professional services, Attorney will be reimbursed for other charges and expenses incurred directly related to the performance of legal services for Client. Notwithstanding the foregoing, Attorney shall not be expected to incur out of pocket expenses for any charges or expenses over \$100 in any month. All charges and expenses exceeding \$100 in any month, shall be paid by Client directly to the outside Vendor providing such good or services. Attorney will obtain prior approval, which shall not be unreasonably withheld, from an officer of Client on behalf of whom Attorney will incur any charges or expenses over \$100 or when charges and expenses in aggregate exceed \$300 in any month.

Termination or Withdrawal; Notice. Client may terminate this Agreement, and Amended Agreements, as well as any Specific Matter Agreement, at any time by providing notice to Attorney ("Termination Date"). Attorney may terminate this Agreement and all Amended Agreements, as well as any Specific Matter Agreement, at any time by providing notice to Client ("Termination Date"). Notice is effective only when sent to the following email address:

Attorney

SCHESWIN@hotmail.com

Client

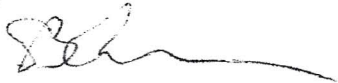
Jell.kane@att.net

Venue; Choice of Law. The parties agree that Texas law governs this Agreement and that venue for any dispute concerning this Agreement lies solely in Dallas County, Texas.

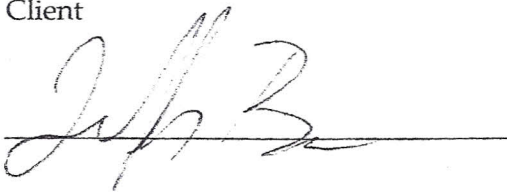
Amendment to Agreement. This Agreement can be amended and/or modified only by written agreement signed by both parties ("Amended Agreement"). If amended, the terms of any Amended Agreement, including those with respect to the fees due Attorney, supersede any conflicting terms in this Agreement.

*Agreed Outside Cases?
Ballard & Goldman, Inc - Graham Bankruptcy Case
Dallas & Truck Center, Inc -
Business & Co. Criminal Dismissal*

Attorney



Client



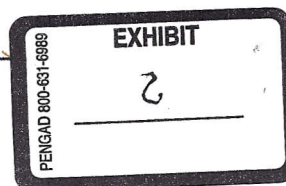
ATTORNEY- CLIENT AGREEMENT

This agreement ("Agreement" or "Master Agreement") is between Quantec LLC ("Client") on the one hand, and Sidney Chesnin ("Attorney ") on the other. This Agreement is effective November 16, 2010.

Purpose of Agreement. Client is hiring Attorney and Attorney agrees to represent Client in various litigation matters and in general matters for an initial term of one month (the "Initial Period") and automatically renewing on a month-to-month basis thereafter. For each litigation matter, Attorney and Client may enter into a separate representation agreement (a "Specific Matter Agreement") that may set forth the hourly rate of Attorney for purposes of determining and potentially recouping necessary and reasonable attorneys' fees in any given litigation. Notwithstanding the terms set forth in those Specific Matter Agreements, this Master Agreement governs the entire relationship between Client and Attorney, and the terms of the Master Agreement, including those with respect to the fees due Attorney, supersede any conflicting terms in any other agreements, including without limitation, the hourly rate set forth in a Specific Matter Agreement.

Scope of Engagement. Attorney is responsible for overseeing and handling all of Client's litigation matters, including without limitation, research, drafting, filing, conducting discovery, coordinating with opposing and local counsel, and handling hearings and trials for Client. Attorney will handle all litigation matters directly as counsel of record and will oversee, manage and direct other matters with local counsel when litigation is in a foreign state. Attorney is also responsible for general legal matters such as contract drafting and consulting. Attorney is further responsible for administrative functions as the company may designate. Except for working on the following cases, Attorney shall devote exclusively to representing the Client and shall not provide services or perform work for any other client, except as otherwise agreed to by further written agreement.

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communicate the status of the various matters within Attorney's responsibility as requested.

Payment. On the 30th of each month that Attorney performs all work defined in the Scope of Engagement section of this Agreement, Attorney shall submit an invoice to Client and shall be paid within ten (10) days from the date an invoice is submitted, the amount of \$ 7,800.00. The first month's payment shall be calculated on a prorated basis.

On days when Attorney is fully occupied on his outside cases he shall be paid \$0.00 BC

Additional Matters. Attorney will not enter into a fee sharing arrangement concerning any matters related to Client without Client's written approval.

Expenses. In addition to Attorney's fee for rendering professional services, Attorney will be reimbursed for other charges and expenses incurred directly related to the performance of legal services for Client. Notwithstanding the foregoing, Attorney shall not be expected to incur out of pocket expenses for any charges or expenses over \$100 in any month. All charges and expenses exceeding \$100 in any month, shall be paid by Client directly to the outside Vendor providing such good or services. Attorney will obtain prior approval, which shall not be unreasonably withheld, from an officer of Client on behalf of whom Attorney will incur any charges or expenses over \$100 or when charges and expenses in aggregate exceed \$300 in any month.

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Attorney
schesnin@hotmail.com

Client
jeff@jeffharbin.com

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Approved outside cases:
Ballard v. Goldman, Inc.
Dallas Truck Center, Inc. Graham Bankruptcy
Andrew Smith Criminal Assessment
SBC

Attorney

Sidney B. Chesnut

SBC

Client

QUANTEC LLC

By [Signature], Manager

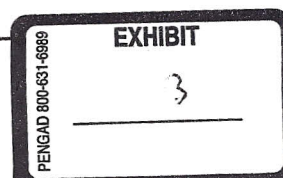
ATTORNEY- CLIENT AGREEMENT

This agreement ("Agreement" or "Master Agreement") is between Novo Point LLC ("Client") on the one hand, and Sidney Chesnin ("Attorney ") on the other. This Agreement is effective November 16, 2010.

Purpose of Agreement. Client is hiring Attorney and Attorney agrees to represent Client in various litigation matters and in general matters for an initial term of one month (the "Initial Period") and automatically renewing on a month-to-month basis thereafter. For each litigation matter, Attorney and Client may enter into a separate representation agreement (a "Specific Matter Agreement") that may set forth the hourly rate of Attorney for purposes of determining and potentially recouping necessary and reasonable attorneys' fees in any given litigation. Notwithstanding the terms set forth in those Specific Matter Agreements, this Master Agreement governs the entire relationship between Client and Attorney, and the terms of the Master Agreement, including those with respect to the fees due Attorney, supersede any conflicting terms in any other agreements, including without limitation, the hourly rate set forth in a Specific Matter Agreement.

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Approved outside cases -
Bellows v. Golanovs, Inc.
Dallas Truck Center Inc. Graham bankruptcy
Andrew Smith personal financial etc

Attorney

Stanley B. Chesnut

[Signature]

Client

Navo Point LLC

By [Signature] L. Hudson, Manager

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

NETSPHERE, INC., et al.,

§

v.

§

Case No. 3:09-CV-00988-F

§

JEFFREY BARON, et al.

§

§

**TRUSTEE'S REQUEST THAT THE COURT
TAKE JUDICIAL NOTICE**

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

COMES NOW Daniel J. Sherman (the "Trustee"), the duly-appointed Chapter 11 Trustee of Ondova Limited Company ("Ondova"), and requests pursuant to Rule 201 of the Federal Rules of Civil Procedure that the Court take judicial notice of the facts shown in Exhibits 1, 2 and 3 to this Request on the following grounds:

1. The matters shown on Exhibits 1, 2 and 3 to this Request are capable of accurate and ready determination by resort to resources whose accuracy cannot reasonably be questioned. In particular, these are matters shown of record in the official records of this Court, the United States Bankruptcy Court for the Northern District of Texas, and various Texas District Courts located in Dallas County, Texas. With respect to certain individual claims for attorneys fees shown in Exhibit 2 the information is based communications with the Trustee, the Receiver, or their counsel as shown on Exhibit 2.

2. Taking judicial notice of these matters will shorten the time required for the presentation of evidence at the hearing presently scheduled for December 17, 2010.

Respectfully submitted this 16th day of December, 2010.

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Raymond J. Urbanik
Raymond J. Urbanik, Esq.
Texas Bar No. 20414050
Dennis L. Roossien, Jr.
Texas Bar No. 00784873
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

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

CERTIFICATE OF SERVICE

I hereby certify that, on December 16, 2010, a true and correct copy of the foregoing document was sent to all counsel appearing of record through the Court's ECF system.

/s/ Raymond J. Urbanik
Raymond J. Urbanik

EXHIBIT 1

Jeffrey Baron has been represented by the counsel listed below during the times listed below in *Ondova Limited Co. v. Netsphere, Inc. et al.* and related cases.

FIRM	DATE APPEARED	DATE WITHDREW	LAWSUIT
Mateer & Shaffer	Nov. 14, 2006 Dec. 6, 2006	March 26, 2007	DC-06-11717, 68 th Dist. Ct. 3:07-cv-00229-D ND Texas
Luce Forward Hamilton & Scripps (California counsel)	Dec. 6, 2006	March 6, 2007	3:07-cv-00229-D ND Texas
Mateer & Shaffer	Jan. 2, 2007 (date of removal from DC-06- 011717)	April 2, 2007	3:07-cv-00001-D ND Texas
Carrington Coleman	Jan. 29, 2007	Nov. 10, 2007	DC-06-11717 68 th Dist. Ct. 3:07-cv-00001-D ND Texas 3:07-cv-01812-D ND Texas
Bickel & Brewer	November 10, 2007	c. May, 2008	DC-06-11717 68 th Dist. Ct.
Aldous / Rasansky	April 16, 2009	c. June 4, 2009	DC-06-011717, 68 th Dist. Ct.
Fee, Smith, Sharp & Vitulo	June 16, 2009	June 23, 2009	3:09-cv-00988-F
Bell & Weinstein	June 16, 2009	June 23, 2009	3:09-cv-00988-F
Caleb Rawls	June 16, 2009	June 23, 2009	3:09-cv-00988-F
Friedman & Feiger	June 23, 2009	Jan 29, 2010	3:09-cv-00988-F
Wright, Ginsburg Brusilow PC	July 27, 2009 (date of filing)	Sept. 11, 2009	09-34784-sgj11
Jeffrey T. Hall	Oct. 17, 2009	August 26, 2010	3:09-cv-00988-F
Pronske & Patel	Dec. 10, 2009	Sept. 9, 2010	3:09-cv-00988-F and

			09-34784-sgj11
Dean Ferguson	July 23, 2010	August 28, 2010 and Sept. 13, 2010	09-34784-sgj11
Gary Lyons	August 26, 2010		3:09-cv-00988-F
Martin Keith Thomas	Sept. 14, 2010	c. Nov. 2010	09-34784-sgj11
Stan Broome	Sept. 15, 2010	c. Nov. 19, 2010	09-34784-sgj11
Sid Chesnin	Nov. 16, 2010	Nov. 30, 2010	Various state court cases and bankruptcy
Gary N. Schepp	Dec. 2, 2010		3:09-cv-00988-F

EXHIBIT 2

The attorneys listed below have filed lawsuits or made claims for unpaid legal fees arising out of their representation of Jeffrey Baron.

LAWSUITS FOR LEGAL FEES THAT BARON REFUSED TO PAY		
PLAINTIFF LAW FIRM	CASE NO.	AMOUNT CLAIMED
Bickel & Brewer	DC-08-05825 14 th Dist. Ct.	Unknown
Fee Smith Sharp & Vitullo LLP	DC-10-05229 192 nd Dist. Ct.	Unknown
Pronske & Patel	DC-10-11915 193 rd Dist. Ct.	\$241,172
Jeffrey T. Hall	No. 366-04714-2010 366 th Dist. Ct.	Unknown
Friedman & Feiger	DC-10-12100 44 th Dist. Ct.	Unknown
Robert J. Garrey	296-04703-2010 196 th Dist. Ct.	Unknown
David Pacione	DC-10-06464 101 st Dist. Ct.	Unknown

**PRE-BANKRUPTCY CLAIMS FILED BY LAWYERS OR LAW FIRMS
THAT BARON REFUSED TO PAY**

FIRM**AMOUNT****Aldous Law Firm**

Attention: Charla Aldous
2305 Cedar Springs, Suite 200
Dallas, TX 75201

Resolved for \$200,000

Bennett, Weston & LaJone

1750 Valley View Lane, Suite 120
Dallas, TX 75234

\$1,100.41

Bickel and Brewer

Attention: John Bickel
1717 Main Street, Suite 4800
Dallas, TX 75201

\$42,500.00

Carrington, Coleman, Sloman & Blumenthal, LLP

Attn: J. Michael Sutherland
901 Main Street, Suite 5500
Dallas, TX 75202

\$224,223.27

**PRE-BANKRUPTCY CLAIMS FILED BY LAWYERS OR LAW FIRMS
THAT BARON REFUSED TO PAY**

<u>FIRM</u>	<u>AMOUNT</u>
Davis & Beverly, PLLC 1221 Merit Drive, Suite 1660 Dallas, TX 75251	\$11,071.50
Fee Smith Sharp & Vitullo, LLP Attn: Louis Vitullo 13155 Noel Road, Suite 1100 Dallas, TX 75240 Telephone: (972) 934-9200 Facsimile: (972) 934-9200 E-mail: lvitullo@feesmith.com	\$21,404.94
Friedman and Feiger, L.L.P. Attn: Ryan Lurich 5301 Spring Valley Rd., Ste. 200 Dallas, TX 75254 Telephone: (972) 788-1400 Facsimile: (972) 788-2667 E-mail: rlurich@fflawoffice.com	unknown
Giordani Schurig Beckett Tackett LLP 100 Congress Avenue, Suite 2200 Austin, TX 78701	\$12,443.33
Law Offices of Rajiv Jain 10 Corporate Park, Suite 315 Irvine, CA 92612	\$1,379.51
Kerr & Wagstaffe LLP 100 Spear Street, Suite 1800 San Francisco, CA 94105	\$3,335.36
Kevin F. D'Amour, P.C. P. O. Box 10829 St. Thomas, VI 00801	\$1,178.00
Lackey Hershman 3102 Oak Lawn Ave., Suite 777 Dallas, TX 75219	\$6,383.58
Nace & Motley, LLP Attn: Kristy Motley 100 Crescent Court, 7 th Floor Dallas, TX 75201	\$20,073.00

**PRE-BANKRUPTCY CLAIMS FILED BY LAWYERS OR LAW FIRMS
THAT BARON REFUSED TO PAY**

<u>FIRM</u>	<u>AMOUNT</u>
Newman & Newman 505 Fifth Avenue South, Suite 610 Seattle, WA 98104	17,572.86
Owens, Clary & Aiken, L.L.P. 700 North Pearl Street, Suite 1600 Dallas, TX 75201	\$4,887.14
Pronske and Patel Attn: Gerrit Pronske 2200 Ross Avenue, Suite 5350 Dallas, TX 75201 Telephone: (214) 658-6500 Facsimile: (214) 658-6509 E-mail: gpronske@pronskepatel.com	\$9,678.26
Rasanksy Law Firm Attn: Jeff Rasansky 2524 McKinnon, Suite 625 Dallas, TX 75200	Resolved for \$200,000
Reed Smith LLP Raymond Cardozo Dept. 33489 P. O. Box 39000 San Francisco, CA 94139	\$5,000.00
Reyna, Hinds & Crandall 1201 Elm, Suite 3850 Dallas, TX 75270	\$14,875.74
Riney Palter PLLC 5949 Sherry Lane, Suite 1616 Dallas, TX 75225-8009	\$5,141.03
Rowbotham and Associates Attn: Rich Rowbotham 101 Second Street, Suite 1200 San Francisco, CA 94105	\$35,821.00
Randal C. Shaffer The Law Office of Randal C. Shaffer P. O. Box 5129 Dallas, TX 75208	\$30,897.50

**PRE-BANKRUPTCY CLAIMS FILED BY LAWYERS OR LAW FIRMS
THAT BARON REFUSED TO PAY**

<u>FIRM</u>	<u>AMOUNT</u>
Law Offices of Graham R. Taylor 101 Montgomery St., Ste. 2050 San Francisco, CA 94104	\$26,950.00
Thompson & Knight LLP 1722 Routh St., Suite 1500 Dallas, TX 75201-2533	\$1,579.50
TOTAL	\$697,495.93

**POST BANKRUPTCY LEGAL FEES
FORMALLY OR INFORMALLY CLAIMED**

<u>FIRM</u>	<u>AMOUNT</u>
Gerrit Pronske Pronske and Patel 2200 Ross Avenue, Suite 5350 Dallas, TX 75201 Telephone: (214) 658-6500 Facsimile: (214) 658-6509 E-mail: gpronske@pronskepatel.com	\$241,172.70 Filed a Section 503(b)(9) substantial contribution claim
Michael B. Nelson, Esq. Attorney & Counselor at Law 2500 Old Crow Canyon Road Bldg. 200, Ste. 225 San Ramon CA 94583 Telephone: (925) 977-8000 Fax: (925) 977-8195 Email: brittany@michaelbnelson.net	\$22,101.05 Based on a letter to the Receiver
Dean Ferguson 4715 Breezy Point Dr. Kingwood, TX 77345 Telephone: (713) 834-2399 E-mail: dean@dwferglaw.com	\$20,000.00 Based on an email to the Receiver
Jeffrey T. Hall Attorney at Law 7242 Main Street Frisco, TX 75034 Telephone: (972) 335-8346 Facsimile: (972) 335-9191	\$5,000.00 Based on an email to the Receiver

**POST BANKRUPTCY LEGAL FEES
FORMALLY OR INFORMALLY CLAIMED**

FIRM

AMOUNT

E-mail: jthallesq@gmail.com

Gary G. Lyon
P. O. Box 1227
Anna, TX 75409
Telephone: (972) 977-7221
Facsimile: (214) 831-0411
E-mail: glyon.attorney@gmail.com

Unknown

Based on an email to the Receiver

Mark Taylor
Powers Taylor LLP
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Telephone: (214) 239-8900
Facsimile: (214) 239-8901
E-mail: mark@cptlawfirm.com

\$78,058.50

Filed a Section 503(b)(9) substantial contribution claim

Stephen Jones
Jones, Otjen & Davis
114 East Broadway, Suite 1100
P. O. Box 472
Enid, OK 73702-0472
Telephone: (580) 242-5500
Facsimile: (580) 242-4556
E-mail: sjones@stephenjoneslaw.com

Unknown

Based on a report to Trustee's counsel.

Eric Taube
Hohmann, Taube & Sanders, LLP
100 Congress Avenue, 18th Floor
Austin, TX 78701
Telephone: (512) 472-5997
Facsimile: (512) 472-5248
E-mail: erict@hts-law.com

Estimated \$200,000 total for Hohman, Taube & Sanders, LLP; Schurig Jetel Beckett Tackett; and West & Associates

Filed a Section 530(b)(9) substantial contribution claim.

Elizabeth Schurig
Schurig Jetel Beckett Tackett
100 Congress Avenue, 22nd Floor
Austin, TX 78701
Telephone: (512) 370-2732
Facsimile: (512) 370-2751
E-mail: eschurig@sjbt.com

Estimated \$200,000 total for Hohman, Taube & Sanders, LLP; Schurig Jetel Beckett Tackett; and West & Associates

**POST BANKRUPTCY LEGAL FEES
FORMALLY OR INFORMALLY CLAIMED**

FIRM

AMOUNT

Craig Capua
West & Associates
320 South R.L. Thornton Freeway
Suite 300
Dallas, TX 75203
Telephone: (214) 941-1881
Facsimile: (214) 941-1399
E-mail: craig.c@westllp.com

Estimated \$200,000 total for
Hohman, Taube & Sanders,
LLP; Schurig Jetel Beckett
Tackett; and West &
Associates

John Cone
Hitchcock Evert LLP
750 North St. Paul Street, Suite 1110
Dallas, TX 75201
Telephone: (214) 953-1111
Facsimile: (214) 953-1121
E-mail: jcone@hitchcockeveret.com

Unknown

Based on a report to Trustee's
counsel.

Broome Law Firm, PLLC
Stanley D. Broome
105 Decker Court, Ste. 850
Irving, TX 75062
sbroom@broomelegal.com

\$28,175.03

Based on a letter to the
Receiver

Sidney B. Chesnin
Attorney at Law
4841 Tremont, Suite 9
Dallas, Texas 75246

\$4,952.60

Based on a letter to the
Receiver

James M. Eckels, Esq.
7505 John Carpenter Freeway
Dallas, TX 75247
jamesmeckels@gmail.com

\$7,000.00

Based on a letter to the
Receiver

Joshua E. Cox
Attorney at Law
P. O. Box 2072
Keller, TX 76244
j.cox.email@gmail.com

\$2,718.75

Based on a letter to the
Receiver

EXHIBIT 3

Jeffrey Baron was warned of the possible consequences of his continued vexatious conduct by this Court or the Bankruptcy Court on the dates shown.

CASE	DATE	DOCKET REF.
3:09-cv-00988-F	June 19, 2009	Distr. Dkt. 38-2, p. 54, lines 16-18
3:09-cv-00988-F	July 1, 2009	Distr. Dkt. 38-2, p.54, lines 16-18
3:09-cv-00988-F	July 9, 2009	Distr. Dkt. 39-2, p. 19, lines 12-1
3:09-cv-00988-F	July 28, 2009	Distr. Dkt. 52, p. 16 and following
3:09-cv-00988-F	August 18, 2009	Distr. Dkt. 66, p. 66, lines 13-16
3:09-cv-00988-F	September 10, 2009	Distr. Dkt. 68, p. 28, lines 8-25
09-34784-sgj11	August 5, 2009	Bankr. Dkt. 38, p. 80 line 21 – 24
09-34784-sgj11	Sept. 1, 2009	Bankr. Dkt. 126, p. 227 line 21 – 25
09-34784-sgj11	Sept. 2, 2009	Bankr. Dkt. 56
09-34784-sgj11	Sept. 11, 2009	Bankr. Dkt. 112, p. 36 line 9 – 15
09-34784-sgj11	April 7, 2010	Bankr. Dkt. 298, p. 38 line 5 – 9
09-34784-sgj11	July 12, 2010	Bankr. Dkt. 412, p. 112 line 21 – 24
09-34784-sgj11	Sept. 15, 2010	Bankr. Dkt. 470, p. 6 line 2 – 9
09-34784-sgj11	Sept. 22, 2010	Bankr. DK 471,
09-34784-sgj11	Sept. 30, 2010	Bankr. Dk 534 p. 65
09-34784-sgj11	October 8, 2010	Bankr. Dk 535 p. 9
09-34784-sgj11	October 12, 2010	Bankr. Dkt. 484, p. 108
09-34784-sgj11	Nov. 17, 2010	Bankr. Dkt. 533, p. 23

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.	§	

**MOTION TO DISQUALIFY RAYMOND J. URBANIK, COUNSEL
FOR DANIEL J SHERMAN AND BRIEF IN SUPPORT**

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

COMES NOW, Jeffrey Baron, Appellant, and moves for the disqualification of Mr. Urbanik as counsel for Mr. Sherman because his continued advocacy before this Court is unethical and a violation of the Texas Disciplinary Rules of Professional Conduct.

1. A District Court is obliged to take measures against unethical conduct occurring in connection with any proceeding before it. *Woods v. Covington Cty. Bank*, 537 F. 2d 804, 810 (5th Cir. 1976). A motion to disqualify counsel is the proper method for a party-litigant to bring the issues of a breach of ethical duties to the attention of the court. *McCuin v. Texas Power & Light Co.*, 714 F. 2d 1255, 1264 (5th Cir. 1983).

2. Rule 3.08(a) of the Texas Disciplinary Rules of Professional Conduct expressly prohibits continued employment as an advocate before a tribunal in a contemplated or pending adjudicatory proceeding if the lawyer knows or believes that the lawyer is or may be a witness necessary to establish an essential fact on behalf of the lawyer's client.

3. Prior to today, Mr. Urbanik has received the benefit of the doubt that his advocacy before this tribunal fell within the scope of exception 4 to the rule applying to a lawyer who is a party to the action. However, Mr. Urbanik has now made clear that he is not a party and is not appearing as a party. Accordingly, the exception to Rule 3.08(a) does not apply.

4. Mr. Urbanik has established by sworn declaration that he is a witness to the substantive matters involved in this case and the motion for stay pending appeal of the appointment of the receiver. Mr. Urbanik's sworn declaration was the only declaration offered by Mr. Sherman in response to Mr. Baron's motion. Mr. Urbanik's sworn testimony (offered on behalf of his advocated position opposing stay of the receivership order) includes that:

- a. He has **personal knowledge of the facts** stated in his declaration.
- b. He is familiar based on a review of records the asset structure Jeffrey Baron established, and such structure is accurately reflected in a chart offered by Mr. Urbanik.

- c. According to his claimed personal knowledge, immediately subsequent to the appointment of the Receiver, steps had to be taken to stop the transfer of valuable property, including 300,000 internet domain names, to a foreign entity outside of the jurisdiction of the federal courts.
- d. He claims personal knowledge that Mr. Baron's assets are substantially located in the Cook Islands, and that such location is notorious for asset protection and non-compliance with United States law.
- e. He claims personal knowledge that the entities located in the Cook Islands are controlled by Mr. Baron.
- f. He claims personal knowledge that Mr. Baron has used a total of seventeen attorneys, three of whom did not formally enter an appearance.
- g. He claims personal knowledge that Mr. Baron has hired and filed numerous attorneys since the Trustee's appointment, through the related entities.

5. The need for maintaining a clear differentiation between the role of witness and the role of advocate are particularly significant in this case where the motion against Mr. Baron came after he objected to a fee application made by Mr. Urbanik.

Accordingly, Mr. Baron respectfully moves for the disqualification of Mr. Urbanik as counsel for Mr. Sherman because his continued advocacy before this Court is unethical.

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**

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 conferred with Mr. Raymond J. Urbanik, attorney for DANIEL J. SHERMAN, Trustee for ONDOVA LIMITED COMPANY, and they opposed the motion.

/s/ Gary N. Schepps
Gary N. Schepps

Rule 3.08 Lawyer as Witness

(a) A lawyer shall not accept or continue employment as an advocate before a tribunal in a contemplated or pending adjudicatory proceeding if the lawyer knows or believes that the lawyer is or may be a witness necessary to establish an essential fact on behalf of the lawyer's client unless:

(1) the testimony relates to an uncontested issue;

(2) the testimony will relate solely to a matter of formality and there is no reason to believe that substantial evidence will be offered in opposition to the testimony;

(3) the testimony relates to the nature and value of legal services rendered in the case;

(4) the lawyer is a party to the action and is appearing pro se; or

(5) the lawyer has promptly notified opposing counsel that the lawyer expects to testify in the matter and disqualification of the lawyer would work substantial hardship on the client.

(b) A lawyer shall not continue as an advocate in a pending adjudicatory proceeding if the lawyer believes that the lawyer will be compelled to furnish testimony that will be substantially adverse to the lawyer's client, unless the client consents after full disclosure.

(c) Without the client's informed consent, a lawyer may not act as advocate in an adjudicatory proceeding in which another lawyer in the lawyer's firm is prohibited by paragraphs (a) or (b) from serving as advocate. If the lawyer to be called as a witness could not also serve as an advocate under this Rule, that lawyer shall not take an active role before the tribunal in the presentation of the matter.

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

NETSPHERE, INC., et al

§

v.

§

Case No. 3:09-CV-00988-F

§

JEFFREY BARON, et al

§

§

RESPONSE TO MOTION TO DISQUALIFY

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

COMES NOW, Daniel J. Sherman (the "Trustee"), the duly appointed Chapter 11 trustee of Ondova Limited Company ("Ondova") and files this Response to Motion to Disqualify and Motion for Sanctions as follows:

SUMMARY OF ARGUMENT

An attorney witness is disqualified under Rule 3.08 of the Texas Rules of Disciplinary Procedure only if the lawyer's testimony is "necessary to establish an essential fact."¹ It is not a Rule intended to be a standard for substantive disqualification.² Baron's Motion to Disqualify ignores the text of the Rule and its purpose in an effort to continue a pattern of harassment that has included a string of Motions whose clear intent was to harass the Trustee and Trustee's counsel during the critical period leading up to the hearing on Baron's Motion. It should be denied. The Court may also wish to consider whether this conduct warrants an Order to Show Cause under Rule 11(c)(3) of the Federal Rules of Civil Procedure.

¹ Texas Disciplinary Rules of Professional Conduct R. 3.08(a) (West 2010).

² Id., Comment 9.

I. Rule 3.08 is not intended to require disqualification.

Comment 9 to Rule 3.08 makes it clear that the Rule is not intended for use as a tool to disqualify opposing counsel. This is because as a Rule it is primarily intended to protect the lawyer's client. The Comment observes:

Rule 3.08 sets out a disciplinary standard and is not well suited to use as a standard for procedural disqualification. As a disciplinary rule it serves two principal purposes. The first is to insure that a client's case is not compromised by being represented by a lawyer who could be more effective witness for the client by not also serving as an advocate.³

Comment 10 goes on to observe that it may "furnish some guidance" where the party seeking disqualification "can demonstrate actual prejudice to itself" but notes that:

Unintended applications of this Rule, if allowed, would subvert its true purpose by converting it into a mere tactical weapon in litigation.⁴

Baron has made no effort at all to show prejudice to himself from Mr. Urbanik's role as an advocate; rather, he is clearly using the Rule as a "mere tactical weapon."

II. Rule 3.08 does not apply in any case.

Rule 3.08 applies only if the lawyer's testimony is "necessary to establish an essential fact." A party moving for disqualification under the Rule must prove there is a "genuine need for the attorney's testimony." *Gilbert McClure Enterprises v. Burnett*, 735 S.W.2d 309, 311 (Tex.App.-Dallas,1987). Baron has made no effort at all to show that only Mr. Urbanik could provide the testimony at issue. Mr. Urbanik's declaration is simply a narrative of the history of this case and related cases, and the events he refers to were witnessed by the parties, their lawyers, and in many cases the Court. The particular matters referred to in the Motion itself are by their nature known to many other individuals, and in particular to the Trustee and Receiver in

³ Id.

⁴ Id., Comment 10.

this case. Where more than one individual witnessed an event “necessity” cannot be shown. *In re Sandoval*, 308 S.W.3d 31, 34 (Tex.App.-San Antonio,2009).

Regardless of the purported “necessity” of the testimony, the client’s declaration that it will not call the attorney as a witness completely cures any prejudice to the opponent that might justify disqualification. After a review of the relevant Texas authorities the Houston Court of Appeals found that “they do not support disqualification where the attorney will not take the witness stand.” *Schwartz v. Jefferson*, 930 S.W.2d 957, 961 (Tex.App.-Houston [14 Dist.],1996). In this case the Trustee has no intention of calling Mr. Urbanik as a witness, and that fact alone precludes disqualification.

III. The Motion to Disqualify justifies a Rule 11(c)(3) Oder to Show Cause.

The Trustee’s Response and Mr. Urbanik’s declaration were filed and served on Baron’s counsel on December 10, 2010. Baron’s attorney filed three Motions in three days asking first that there be a ruling without a hearing, and then that the hearing set for December 17, 2010 be continued. The Motion to Disqualify was filed on the afternoon of December 16, 2010 and was clearly a last desperate effort to interfere with the December 17 hearing. Had Baron been genuinely concerned with Mr. Urbanik’s role in the case he would certainly have called it to the Court’s attention in one of the three earlier Motions. Coming as it does on the heels of the earlier Motions and Baron’s long history of vexatious conduct the Motion to Disqualify justifies the entry of an Order to Show Cause pursuant to Rule 11(c)(3) of the Federal Rules of Civil Procedure.

CONCLUSION

The Motion to Disqualify should be denied and the Court should Order Baron to show cause why the Motion did not violate Rule 11(b) of the Federal Rules of Civil Procedure.

Respectfully submitted this 16th day of December, 2010.

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Richard M. Hunt
Raymond J. Urbanik, Esq.
Texas Bar No. 20414050
Dennis L. Roossien, Jr.
Texas Bar No. 00784873
Richard M. Hunt
Texas Bar No. 10288700
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 December 16, 2010, a true and correct copy of the foregoing document was sent to all counsel appearing of record through the Court's ECF system.

/s/ Richard M. Hunt
Richard M. Hunt

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. 3-09CV0988-F

CERTIFICATION OF NO TRANSCRIPT

CERTIFICATION OF NO TRANSCRIPT

This is to certify pursuant to Federal Rule of Appellate Procedure 10(b) that I have contact the court reporter supervisor and have been informed that there is no record of proceedings in this case on November 24, 2010. Accordingly, no transcript will be ordered.

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**

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.,	§	
MANILA INDUSTRIES, INC. AND	§	
MUNISH KRISHAN	§	
	§	
PLAINTIFFS,	§	
	§	
v.	§	CIVIL ACTION NO. 3:09-CV-0988-F
	§	
JEFFREY BARON AND	§	
ONDOVA LIMITED COMPANY,	§	
	§	
DEFENDANTS.	§	

**EMERGENCY MOTION OF QUANTEC, LLC AND
NOVO POINT, LLC TO COMPEL DELETION OF DOMAIN NAMES**

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

COME NOW, Quantec, LLC and Novo Point, LLC (collectively, the “Cook Islands LLCs”) by and through their undersigned counsel, and hereby file this *Emergency Motion of Quantec, LLC and Novo Point, LLC to Compel Deletion of Domain Names*, and in support thereof would show the Court as follows:

Background

1. The Cook Islands LLCs each own a portfolio of internet domain names, currently registered through Fabulous.com, an ICANN-approved registrar. ICANN is the Internet Corporation for Assigned Names and Numbers, a non-profit public interest corporation tasked with overall coordination of many internet domain names. Fabulous.com (as the registrar) pays fees to VeriSign, Inc., the sole manager of the .COM and .NET registries, pursuant to their

agreement with VeriSign in order that VeriSign maintains all registered domains belonging to the Cook Islands LLCs in its registry database.

2. Each of the domain names owned by the Cook Islands LLCs and registered with Fabulous.com are registered for a period of one (1) year. For such year-long registration period, the Cook Islands LLCs pay Fabulous.com \$7.62 for each domain name registered. Given the vast number of domains owned by the Cook Islands LLCs (over 200,000 names between the two) the cumulative registration fees are quite substantial.

3. Under the payment arrangement between the Cook Islands LLCs and Fabulous.com, Fabulous.com pays the VeriSign fee with respect to a particular domain on or before the expiration date of that domain's registration period. On the forty-fifth (45th) day after such payment by Fabulous.com of the VeriSign fee, if the Cook Islands LLCs desire to retain such name, Fabulous.com will deduct the \$7.62 registration fee for such domain from the account the Cook Islands LLCs maintain at Fabulous.com. **If the Cook Islands LLCs do not desire to renew a particular domain, they can inform Fabulous.com on or before the thirty-ninth (39th) day after expiration of such domain's registration period, and Fabulous.com will mark such domain "deleted"**. In that event, the Cook Islands LLCs will not owe a registration fee to Fabulous.com for such domain, and Fabulous.com can obtain a refund of the VeriSign fee.

4. Pursuant to VeriSign policies, no refund is available to Fabulous.com past the forty-fifth (45th) day after the expiration of a particular domain's registration period. Fabulous.com has requested that the Cook Islands LLCs notify it of requested deletions 39 days

after the renewal date to allow it sufficient time to process the requested deletion *before* the 45 day deadline to obtain the VeriSign refund.

The Requested Deletions

5. On Wednesday, December 8, 2010, the Cook Islands LLCs requested that counsel for Receiver Peter Vogel (the "Receiver") authorize the deletion/non-renewal of nineteen thousand, eight-hundred twenty two (19,822)¹ domain names (the "November Deletions"). The Cook Islands LLCs performed an evaluation on all domain names requiring renewal between November 1, 2010 and November 30, 2010 and identified those domains generating less revenue than the renewal cost².

6. On Wednesday, December 8, 2010, counsel for the Receiver acquiesced in writing to the request of the Cook Islands LLCs. On that same day, at 4:59 pm CST, counsel for the Cook Islands LLCs transmitted the deletion list to Fabulous.com, notified Fabulous.com of the Receiver's authorization to process the deletions, and instructed Fabulous.com to process such deletions.

7. The Cook Islands LLCs recently learned that, despite previous written authorization from counsel for the Receiver to Fabulous.com to process the November Deletions, the Receiver has refused to allow the November Deletions to proceed.

8. Each day that passes costs the Cook Islands LLCs unnecessary funds for renewing those domains they have already determined do not merit or warrant renewal. Pursuant to the

¹ This number of requested deletions has been subsequently reduced to 19,186 names.

² In fact, the domains comprising the November Deletions collectively cost approximately \$151,000 to renew, yet generated less than \$20,000 in revenue over a period exceeding one year. The Cook Islands LLCs expected net saving of approximately **\$131,000** from processing the deletions.

payment arrangements described above, in order to delete/not-renew those domains up for renewal on November 1, 2010 the Cook Islands LLCs had to inform Fabulous.com within thirty-nine (39) days, on Friday, December 10, 2010. Due to the Receiver's actions or failures to act, that deadline has now passed. **Fabulous.com will never receive a refund for those registration fees it paid to VeriSign for domains renewed November 1, 2010 that the Cook Islands LLCs did not want renewed.**

9. As a result of the Receiver's actions or failures to act, the Cook Islands LLCs have been forced to renew at substantial cost domain names they did not want renewed. As of Wednesday, December 15, 2010, the Cook Islands LLCs have been forced to renew all domains up for renewal November 1, November 2, November 3, November 4, November 5, and November 6, 2010.

10. Each day that passes that the Receiver acts or fails to act to authorize Fabulous.com to process the November Deletions forces the Cook Islands LLCs to renew another day's registration fees, when the Cook Islands LLCs have clearly made the business decision to only renew certain of that day's registrations.

Relief Requested

11. The Cook Islands LLCs therefore respectfully request that the Court compel the Receiver to authorize and instruct Fabulous.com to process the deletion of the remaining domains among the November Deletions. As of Friday, November 17, 2010, the Cook Islands LLCs will only be able to request deletions dating back thirty-nine (39) days, or to November 8, 2010, effectively preventing the Cook Islands LLCs from realizing the full value of the

anticipated savings from those unwanted renewals between November 1 and November 8, 2010.

12. The Cook Islands LLCs further respectfully request that this relief be granted on an expedited basis, since each day that passes with the November Deletions unprocessed costs the Cook Islands LLCs another day's worth of unwarranted renewal fees.

WHEREFORE, PREMISES CONSIDERED, Quantec, LLC and Novo Point, LLC respectfully request that the Court GRANT their *Emergency Motion to Compel Deletion of Domain Names* and pray for such other and further relief to which they may be entitled.

Respectfully submitted,

By: /s/ Joshua E. Cox
Joshua E. Cox
Texas Bar No. 24038839
PO BOX 2072
Keller TX 76244
682.583.5918 telephone
j.cox.email@gmail.com

By: /s/ Tom Jackson
Thomas P. Jackson
Texas Bar No. 10496600
4835 LBJ Frwy., Ste. 450
Dallas TX 75244

ATTORNEYS FOR QUANTEC, LLC AND
NOVO POINT, LLC

CERTIFICATE OF CONFERENCE

I hereby certify that on December 16, 2010 I conferred with Barry Golden, Counsel for Receiver Peter Vogel, regarding the merits of this motion. The Receiver has reserved certain objections regarding the filing of this motion, and at this time can neither consent nor oppose the relief sought herein.

/s/ Joshua E. Cox
Joshua E. Cox

CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2010, a true and correct copy of the foregoing was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Joshua E. Cox
Joshua E. Cox

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

NETSPHERE, INC.,	§	
MANILA INDUSTRIES, INC. AND	§	
MUNISH KRISHAN	§	
	§	
PLAINTIFFS,	§	
	§	
v.	§	CIVIL ACTION NO. 3:09-CV-0988-F
	§	
JEFFREY BARON AND	§	
ONDOVA LIMITED COMPANY,	§	
	§	
DEFENDANTS.	§	

**MOTION OF QUANTEC, LLC AND NOVO POINT, LLC FOR AN EMERGENCY HEARING
ON SHORTENED NOTICE ON QUANTEC, LLC’S AND NOVO POINT, LLC’S
EMERGENCY MOTION TO COMPEL DELETION OF DOMAIN NAMES**

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

COME NOW, Quantec, LLC and Novo Point, LLC (collectively, the “Cook Islands LLCs”) by and through their undersigned counsel, and hereby request that the Court schedule an emergency hearing, at the currently-scheduled November 17, 2010 setting regarding various other Motions filed herein, on the *Motion of Quantec, LLC and Novo Point, LLC to Compel Deletion of Domain Names*, filed contemporaneously herewith. The issues raised in that Motion require immediate attention in that they relate to unnecessary costs incurred daily by Quantec, LLC and Novo Point, LLC as a direct result of the Receiver’s failure or refusal to allow certain identified domain names to be deleted in the regular course of business of Quantec, LLC and Novo Point, LLC.

WHEREFORE, PREMISES CONSIDERED, Quantec, LLC and Novo Point, LLC respectfully request that the Court set the aforementioned *Motion of Quantec, LLC and Novo Point, LLC to Compel Deletion of Domain Names* for a hearing at 10:00 a.m., November 17, 2010.

Respectfully submitted,

By: /s/ Joshua E. Cox

Joshua E. Cox
Texas Bar No. 24038839
PO BOX 2072
Keller TX 76244
682.583.5918 telephone
j.cox.email@gmail.com

By: /s/ Tom Jackson

Thomas P. Jackson
Texas Bar No. 10496600
4835 LBJ Frwy., Ste. 450
Dallas TX 75244
tpj@dfwlawyer.com

ATTORNEYS FOR QUANTEC, LLC AND
NOVO POINT, LLC

CERTIFICATE OF CONFERENCE

I hereby certify that on December 16, 2010 I conferred with Barry Golden, Counsel for Receiver Peter Vogel, regarding the merits of this motion. The Receiver has reserved certain objections regarding the filing of the *Emergency Motion of Quantec, LLC and Novo Point, LLC to Compel Deletion of Domain Names*, but does not oppose the setting of such motion for hearing on expedited notice.

/s/ Joshua E. Cox

Joshua E. Cox

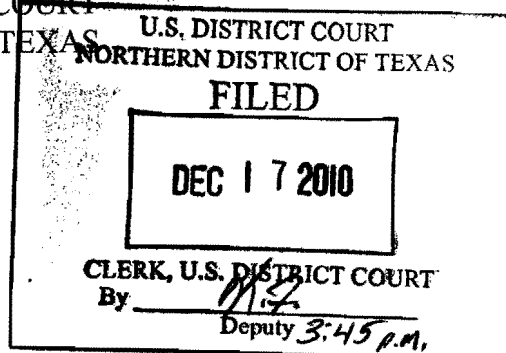
CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2010, a true and correct copy of the foregoing was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Joshua E. Cox

Joshua E. Cox

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

**ORDER GRANTING THE RECEIVER’S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

CAME ON TO BE HEARD, the Receiver Peter S. Vogel’s Motion to Clarify the Receiver Order. The Court considered the Motion and finds as follows:

On November 24, 2010, the Court issued an order appointing Peter S. Vogel as the Receiver for Defendant Jeffrey Baron (the “Receiver Order”). [Docket #124.] The Court declares that the Receiver Order’s definition of Receivership Parties has always included Novo Point, LLC and Quantec, LLC (the “Clarification”).

The Court further clarifies that, based on the Clarification, the Receiver Order requires that the Receiver Parties (including, without limitation Novo Point, LLC and Quantec, LLC, as well as any individuals representing them) comply with all reasonable instructions given to them by the Receiver relating to the Receiver Order, the Receivership Parties, the Receiver Assets, and the Professionals, including, without limitation, instructions relating to the Receiver’s efforts to obtain and maintain access to the Receiver Assets (“Further Clarification”).

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~~ pc
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~~Compass~~. Jeff Harbin shall not withdraw funds, issue checks, make other payments or enter ~~of~~ 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 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 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 #XXXXXXXX9614 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXXXXXX5908 at Capital One Bank, in the name of Jeffrey D. Baron; savings account #XXXXXXXX0961 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 #XXXXXXXX5728 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

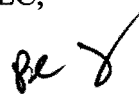
at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXX2223 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXX7831 at Woodforest National Bank, in the name of Jeffrey D. Baron; commercial checking account #XXXXXXX1811 at NetBank, in the name 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 Asiacititrust 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 Asiacititrust 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. 

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

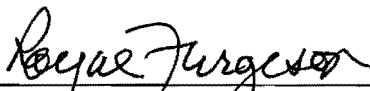
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- a. The amounts you have received from any Receivership Parties since the date of the Receiver Order (“Post Receiver Order Payments”).
- b. Who provided you with the Post Receiver Order Payments.
- c. The account from which the Post Receiver Order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

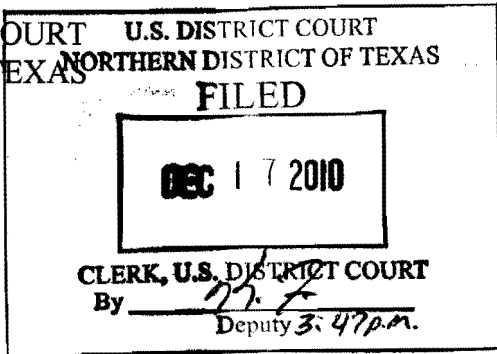
If any of these ORDERS are not strictly followed, the Court ORDERS that the Receiver file a SHOW CAUSE MOTION FOR CONTEMPT.

SO ORDERED.

DATED: 12/17/2010


U.S. District Judge Royal Ferguson

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

ORDER REQUIRING NON-RENEWAL OF MONEY-LOSING DOMAIN NAMES

On December 10, 2010, Jeffrey Baron filed a Waiver of Reply and Motion for Immediate Ruling on Motion to Vacate Receivership and Alternative Motion to Stay Pending Appeal (the “Motion”) [Docket No. 144.]. Attached to the Motion as an Exhibit was a Declaration of Jeffrey Baron (the “Declaration”). The Declaration states, among other things, that:

Pursuant to the ‘global settlement agreement’ in this case, agreed to by the Ondova Chapter 11 Trustee and approved by the Ondova bankruptcy court, a very specific group of unique domain names was to be transferred to Quantec, LLC and Novo Point, LLC.

The receiver appointed by the District Court has taken control of the registration of those unique domain names, and now immediate steps are being taken by the receiver to liquidate the names.

There are more than 200,000 unique domain names involved, many of which are extremely valuable. Each domain name [sic] is unique and once lost cannot be replaced. Each domain presents a unique business opportunity based on the uniqueness of the name.

There is no legitimate or lawful basis to liquidate the domain names . . .

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

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 Compass, in the name of Quasar Services, LLC, and (b) open a joint account among the Receiver, his counsel, and Jeffrey Baron to be used for disbursements to Jeffrey Baron for daily-living expenses during the period of the receivership (food, medical needs, rent/utilities for condominium, and local transportation—and specifically NOT for Jeffrey Baron to hire or pay for any lawyers) (the “Joint Account”). Jeffrey Baron shall immediately execute a bank signature card upon its presentation by the Receiver for the establishment of the Joint Account.

2. Jeffrey Baron shall immediately execute whatever documents Receiver’s counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining access to all other *domestic* accounts comprising the Receiver Assets, including, without limitation: Roth Conversion IRA account #XXXXXXXXXXXX0491 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-XXXX0893 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

#XXXXXXX0961 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXX-XXXXXXX7102 at Dreyfus Investments, in the name of Jeffrey D. Baron; money market account #XXX-XXXXXXX1818 at Evergreen Investments, in the name of Jeffrey D. Baron; checking account #XXXXXXX5728 at Hibernia National Bank, in the name of Jeffrey D. Baron; international stock index fund account #XXXX-XXXXXXXXX7792 at The Vanguard Group, in the name of Jeffrey D. Baron; checking account #XXXXXXX1261 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1063 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1064 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1065 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX2223 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX7831 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”).

3. Jeffrey Baron shall immediately execute whatever documents Receiver’s counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining 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, Jeffrey Baron shall execute immediately upon their presentation letters drafted by the Receiver to Brian Mason and Tine Faasili Ponio at Southpac Trust Limited and Adrian Taylor at Asiaciti Trust with a copy of this Order and 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 instructions from Mr. Baron that Mr. Mason, Tine Faasili Ponio, or anyone working for or with either of them including Adrian Taylor at Asiaciti Trust 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 2 of this Order. Nothing in this Order shall be construed either as evidencing or not evidencing that Jeffrey Baron is or is not in control of any of the trusts (i.e., the Court is not issuing a ruling at this time as to whether Jeffrey Baron controls any of the trusts). Likewise, Mr. Baron’s compliance with this Order and/or the Receiver’s instructions shall not be

construed either as evidencing or not evidencing that Jeffrey Baron is or is not in control of any of the trusts.

4. Jeffrey Baron 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 2 of this Order. For example, but not to be taken as a limitation, Jeffrey Baron shall immediately upon their presentation execute letters drafted by the Receiver to any of the aforementioned internet domain name monetizers instructing the same to direct all funds immediately to one or more of the accounts identified in paragraph 2 of this Order.

5. By 9:00 a.m. on December 28, 2010, Gary Schepps and Thomas Martin 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.

6. By 9:00 a.m. on December 28, 2010, Sid Chesnin, Gary Lyon, Gary Schepps and Thomas Martin 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 service:

- 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.

7. By 9:00 a.m. on December 23, 2010, Jeffrey Baron shall file a sworn statement to the Court setting forth the following information:

- a. The identification number of each account or asset titled in the name, individually or jointly, of any Receivership Party, or held on behalf thereof, or for the benefit thereof, including all trust accounts managed on behalf of any Receivership Party or subject to any Receivership Party’s control
- b. The balance of each such account, or a description of the nature and value of such asset.
- c. The identification and location of any safe deposit box, commercial mail box, or storage facility that is either titled in the name of, rented by, or otherwise controlled by, individually or jointly, any Receivership Party, whether in whole or in part.
- d. If the account, safe deposit box, storage facility, or other asset has been closed or removed, the date closed or removed and the balance of said date.

8. By 9:00 a.m. on December 23, 2010, Jeffrey Baron shall deliver to the Receiver his full tax returns for 2007, 2008, 2009, and 2010.

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: _____

U.S. District Judge Royal Ferguson

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 10-11202

JEFFREY BARON,

Defendant-Appellant,

versus

ONDOVA LIMITED COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Texas

Before HIGGINBOTHAM and SMITH, Circuit Judges.*

PER CURIAM:

IT IS ORDERED that the renewed motion for stay pending appeal is DENIED. There is an inadequate showing at this stage of the proceedings. We express no view on the ultimate merits.

* This matter is decided by a quorum. *See* 28 U.S.C. § 46(d).

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

NETSPHERE, INC.,	§	
MANILA INDUSTRIES., INC., AND	§	
MUNISH KRISHAN	§	
	§	
PLAINTIFFS,	§	
	§	
V.	§	CIVIL ACTION NO. 3:09-CV-0988-F
	§	
JEFFREY BARON AND	§	
ONDOVA LIMITED COMPANY,	§	
	§	
DEFENDANTS.	§	

THE RECEIVER’S THIRD MOTION TO CLARIFY THE RECEIVER ORDER

The Order Appointing Receiver (the “Receiver Order”) grants the Receiver exclusive control over any and all “Receivership Parties.” The Receiver moves for clarification that the definition of Receivership Parties has always included the following entities: Iguana Consulting, LLC, Diamond Key, LLC, Quasar Services, LLC, Javelina, LLC, HCB, LLC, a Delaware limited liability company, HCB, LLC, a U.S. Virgin Islands limited liability company, Realty Investment Management, LLC, a Delaware limited liability company, Realty Investment Management, LLC, a U.S. Virgin Islands limited liability company, Blue Horizon Limited Liability Company, Simple Solutions, LLC, Asiatrust Limited, Southpac Trust Limited, Stowe Protectors, Ltd., and Royal Gable 3129 Trust (the “Baron-Controlled Entities”). Additionally, the Receiver moves for removal of ID Genesis, LLC from the definition of Receivership Parties.

1. On November 24, 2010, the Court issued an order appointing Peter S. Vogel as the Receiver for Defendant Jeffrey Barron, referred to herein as the Receiver Order. [Docket #124.]

2. The Receiver Order defines “Receivership Parties” as Jeffrey Baron and Village Trust, Equity Trust Company IRA 19471, Daystar Trust, Belton Trust, Novo Point, Inc., Iguana Consulting, Inc., Quantec, Inc., Shiloh, LLC, Novquant, LLC, Manassas, LLC, Domain Jamboree, LLC, and ID Genesis, LLC. [*Id.* at p. 1.] The Receiver Order further defines Receivership Parties 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.” [*Id.* at p. 2.]

3. The Receiver understands, upon information and belief, that the Baron-Controlled Entities are under Baron’s control and, thus, are included in the Receiver Order’s definition of Receivership Parties.

4. The Receiver understands that ID Genesis, LLC was mistakenly incorporated into the Receiver Order as one of the “Receivership Parties.” The Receiver has received confirmation of this understanding from Plaintiff Netsphere, Inc. and Daniel J. Sherman, the duly-appointed Chapter 11 trustee in the bankruptcy case of Ondova, styled in *In re Ondova Limited Company*, Case No. 09-34784, in the United States Bankruptcy Court for the Northern District of Texas

5. The Receiver moves the Court for an order that the definition of “Receivership Parties” (1) has always included the Baron-Controlled Entities and (2) does not include ID Genesis, LLC.

WHEREFORE, PREMISES CONSIDERED, the Receiver Peter S. Vogel respectfully requests that the Court issue an order (1) clarifying that in the Order Appointing Receiver, the definition of Receivership Parties has always included the following entities: Iguana Consulting, LLC, Diamond Key, LLC, Quasar Services, LLC, Javelina, LLC, HCB, LLC, a Delaware limited

liability company, HCB, LLC, a U.S. Virgin Islands limited liability company, Realty Investment Management, LLC, a Delaware limited liability company, Realty Investment Management, LLC, a U.S. Virgin Islands limited liability company, Blue Horizon Limited Liability Company, Simple Solutions, LLC, Asiatrust Limited, Southpac Trust Limited, Stowe Protectors, Ltd., and Royal Gable 3129 Trust; and (2) removing ID Genesis, LLC from the Order Appointing Receiver's definition of Receivership Parties.

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**

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 December 23, 2010.

/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 December 21 and 22, 2010, 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

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 #XXXXXXX1315 at BBVA Compass, in the name of Novo Point, LLC; checking account #XXXXXX1323 at BBVA Compass, in the name of Quantec, LLC; ~~checking account #XXXXXXX4043 at BBVA Compass, in the name of Quasar Services, LLC; and checking account #XXXXXXX4027 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

**ORDER GRANTING THE RECEIVER'S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

PAGE-2

13-10696.3414

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 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 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-XXXX0893 at American Century Investments, in the name of Jeffrey D. Baron; checking account #XXXXXXXX9614 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXXXXXX5908 at Capital One Bank, in the name of Jeffrey D. Baron; savings account #XXXXXXXX0961 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 #XXXXXXXX5728 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

**ORDER GRANTING THE RECEIVER'S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

PAGE-4

13-10696.3416

at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXX2223 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXX7831 at Woodforest National Bank, in the name of Jeffrey D. Baron; commercial checking account #XXXXXXXX1811 at NetBank, in the name of Compana LLC; checking account #XXXXXXXX3093 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 #XXXXXXXX8930 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 Asiakititrust 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 Asiakititrust 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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**ORDER GRANTING THE RECEIVER'S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

PAGE-6

13-10696.3418

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

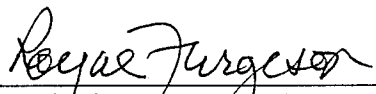
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- a. The amounts you have received from any Receivership Parties since the date of the Receiver Order ("Post Receiver Order Payments").
- b. Who provided you with the Post Receiver Order Payments.
- c. The account from which the Post Receiver Order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

**ORDER GRANTING THE RECEIVER'S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

PAGE-8

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

NETSPHERE INC.,	§	
MANILA INDUSTRIES, INC.; and	§	
MUNISH KRISHAN	§	
Plaintiffs,	§	
	§	CIVIL ACTION NO. 3-09-CV-0988-F
v.	§	
	§	
JEFFREY BARON and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants.	§	

SWORN DECLARATION OF THOMAS P. JACKSON

Thomas P. Jackson declares under penalty of perjury pursuant to the laws of the United States as follows:

1. My name is Thomas P. Jackson.
2. I represent Quantec, L.L.C. and Novo Point, L.L.C. in this case.
3. I was hired by Jeffrey Harbin, the manager of Quantec, L.L.C. and Novo Point, L.L.C., to represent these companies.
4. I was paid a \$5,000.00 fee to take the case in the form of a check drawn on the business account of Jeffrey Harbin, CPA.

Further Affiant Sayeth Not.

Signed under penalty of perjury under the laws of the United States this 23rd day of December, 2010.

/s/ Thomas P. Jackson _____
Thomas P. Jackson

CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2010, a true and correct copy of the foregoing was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Thomas P. Jackson

Thomas P. Jackson

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.	§	

OBJECTION TO PROPOSED ORDER ON MOTION [DOC#167]

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

COMES NOW, Gary Schepps and objects to the proposed order on the motion in docket #167.

1. This is an objection to the proposed order¹. A response to [Doc#167] (“the motion”) will be filed separately, at later date. The motion was filed on 12/15/2010 and responses are due 21 days thereafter, on January 5, 2011.

2. By virtue of this Court’s orders and the receiver’s directives to him, Mr. Baron is not being represented by counsel with respect to this motion. Appellate counsel been retained strictly and narrowly on the issue of appealing the receivership order. This objection is filed because the proposed order seeks relief against appellate counsel personally. To the extent permitted by law, counsel

¹ This is an objection to the proposed order tendered on December 17. Multiple alternative proposed orders have since been circulated by counsel for the receiver, but no leave of Court has been obtained for doing so, and it is unclear which of the multiple drafts is the ‘active’ proposed order.

extends his objection to benefit of every party in interest without undertaking to represent any party on the matters objected to herein.

3. Objection is made that the requested relief seeks to 'front run' the pending motion for stay. No exigent circumstance has been asserted for the relief requested by the receiver—Mr. Baron's assets have been firmly frozen.

4. Objection is made that the receiver's motion [Doc#167] ("the motion") is inflammatory and the substantive allegations, such that Mr. Baron controls the trust LLCs, etc., are wholly unsupported.

5. Objection is made that the motion fails to include a certificate of conference in compliance with local rule 7.1. Objection is also made that although the motion is opposed, the motion fails to include a brief in compliance with the same rule.

6. Objection is made that the motion and order seek to compel counsel to provide attorney-client privileged information including the "nature and circumstances of their involved in this matter". Counsel for a party who have not injected themselves into the case as fact witnesses should not be the subject of interrogation. The proposed order seeks to interfere with the attorney-client relationship, injecting appellate counsel for Mr. Baron as a fact witness.

7. It is Notable that:

- a. The proposed Order seeks to order an individual to go to the receiver to determine his medical needs. Such requirement violates an individual's Constitutional right to privacy. Similarly it violates an individual's right to manage his own body and medical care. The proposed order would also violate medical privilege.
- b. The proposed order is patently unreasonable in seeking to turn over asserted millions of dollars as identified in the motion to a receiver posting only a \$1,000.00 bond.
- c. It is also patently unreasonable to turn over millions of dollars to receiver the court has ordered is exempt from liability for common law negligence.

8. Objection is made to the exhibits offered in support of the motion, specifically:

- a. The email exhibits are unauthenticated and hearsay.
- b. The declaration of Peter Loh, is not based on personal knowledge.

Accordingly, the proposed order is hereby objected to, and a full response will be filed by January 5, 2011.

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

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.	§	

**MOTION TO STRIKE SHERMAN RESPONSE TO MOTION TO
DISQUALIFY [DOC 172]**

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

COMES NOW, Jeffrey Baron, Appellant, and respectfully requests this Court to strike the response to Motion to Disqualify Mr. Urbanik filed by Mr. Sherman [DOC 172] and award costs to Mr. Baron because Mr. Sherman's motion was filed in multifarious violation of Rule 11(c)(2).

Mr. Sherman's response [DOC 172] includes in the same instrument a "Motion for Sanctions". Mr. Sherman's motion directly violates Rule 11(c)(2) in that:

1. The motion for sanctions was not filed separately.
2. The motion for sanctions was not first served under Rule 5 prior to filing and presentment to the Court.

Appellate counsel for Mr. Baron has raised substantive legal issues to the attention of the Court. In response counsel has been faced with a serious of personally directed charges and accusations, brought both by Mr. Sherman and on behalf of the receiver.

The Rules of Procedure are specifically designed so that accusations of sanctionable conduct will be not be used as a tool of advocacy. Firstly, such accusations must be made separately, so as not to taint the issues raised in another matter. Secondly, a party must first attempt to confer with counsel weeks prior to presenting the accusations to the Court.

Mr. Sherman's conduct in attempting to bypass the rules and improperly inject allegations of sanctionable conduct is clearly in violation of Rule 11. Pursuant to Rule 11(c)(2) an award of reasonable expenses including attorney's fees incurred on behalf of Mr. Baron in responding to the motion are proper.

Accordingly, Mr. Baron respectfully requests this Court to strike the response filed by Mr. Sherman to the Motion to Disqualify Mr. Urbanik [DOC 172] and award costs to Mr. Baron.

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**

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 called and left messages for Mr. Raymond J. Urbanik, attorney for DANIEL J. SHERMAN, Trustee for ONDOVA LIMITED COMPANY, and they did not return the calls.

/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,	§	
 	§	CIVIL ACTION NO. 3-09-CV-0988-F
v.	§	
	§	
JEFFREY BARON and	§	
ONDOVA LIMITED COMPANY,	§	
Defendants	§	


SWORN DECLARATION OF JEFFREY L. HARBIN

Paragraph 10 in Document 176 - ORDER GRANTING THE RECEIVER'S MOTION TO CLARIFY THE RECEIVER ORDER WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC filed with the court on December 17, 2010 states that I am required to "file a sworn statement to the Court" for "legal services", and although I have not provided any "legal services", I am in good faith filing this sworn statement for services rendered:

Jeffrey L. Harbin declares under penalty of perjury pursuant to the laws of the United States as follows:

1. My name is Jeffrey L. Harbin.
2. I am the Manager of Novo Point, LLC and Quantec, LLC.
3. I was hired by Southpac Trust International, Inc., trustee of The Village Trust (a Cook Islands entity). A copy of the Member's Resolution is attached.
4. To date I have received no payments from Novo Point, LLC, Quantec, LLC or any Receiver parties either Pre or Post Receiver Order.

Signed under penalty of perjury under the laws of the United States this 27th day of December, 2010.



 Jeffrey L. Harbin

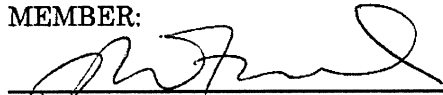
**QUANTEC, LLC
Members' Resolution
Dated 6 October 2010**

1. Southpac Trust International, Inc. as trustee from 29 September 2010 of The Village Trust established by trust deed dated 30 December 2005 is the sole Member (the "Member") of Quantec, LLC, a Cook Islands Limited Liability Company (the "Company");
2. The place of business and registered office of the Company is in the Cook Islands.
3. Novquant, LLC, is the current Manager of the Company and wishes to resign as Manager.
4. The Member has the power to appoint each successor Manager pursuant to section 11.1 of the Company Agreement dated 1 July 2009 (the "Company Agreement") and wishes to appoint Mr Jeffrey L. Harbin of 6503 Camille Ave, Dallas, TX 75252-5436, USA as successor Manager of the Company.

NOW THEREFORE BY CONSENT AND RESOLUTION THE MEMBER:

- A. Pursuant to section 11.1 of the Company Agreement hereby appoints Mr Jeffrey L. Harbin as successor Manager of the Company effective immediately; and
- B. Hereby accepts the resignation of Novquant, LLC as Manager effective immediately.

MEMBER:



Southpac Trust International, Inc., as trustee of The Village Trust
Member, by its authorised signatory

THE UNDERSIGNED Jeffrey L Harbin hereby accepts his appointment as
successor Manager



Jeffrey L. Harbin, Successor Manager

ACKNOWLEDGED:

Novquant, LLC, by its authorised signatory

**QUANTEC, LLC
Members' Resolution
Dated 6 October 2010**

1. Southpac Trust International, Inc. as trustee from 29 September 2010 of The Village Trust established by trust deed dated 30 December 2005 is the sole Member (the "Member") of Quantec, LLC, a Cook Islands Limited Liability Company (the "Company");
2. The place of business and registered office of the Company is in the Cook Islands.
3. Novquant, LLC, is the current Manager of the Company and wishes to resign as Manager.
4. The Member has the power to appoint each successor Manager pursuant to section 11.1 of the Company Agreement dated 1 July 2009 (the "Company Agreement") and wishes to appoint Mr Jeffrey L. Harbin of 6503 Camille Ave, Dallas, TX 75252-5436, USA as successor Manager of the Company.

NOW THEREFORE BY CONSENT AND RESOLUTION THE MEMBER:

- A. Pursuant to section 11.1 of the Company Agreement hereby appoints Mr Jeffrey L. Harbin as successor Manager of the Company effective immediately; and
- B. Hereby accepts the resignation of Novquant, LLC as Manager effective immediately.

MEMBER:

Southpac Trust International, Inc., as trustee of The Village Trust
Member, by its authorised signatory

THE UNDERSIGNED Jeffrey L. Harbin hereby accepts his appointment as
successor Manager

Jeffrey L. Harbin, Successor Manager

ACKNOWLEDGED:

ATP NOMINEES LIMITED
BY ITS DAILY AUTHORISED OFFICER

Novquant, LLC, by its authorised signatory

Case 3:09-cv-00988 Document 185 Filed 12/27/10 Page 1 of 1 PageID 4440
**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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HAPTER 11

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

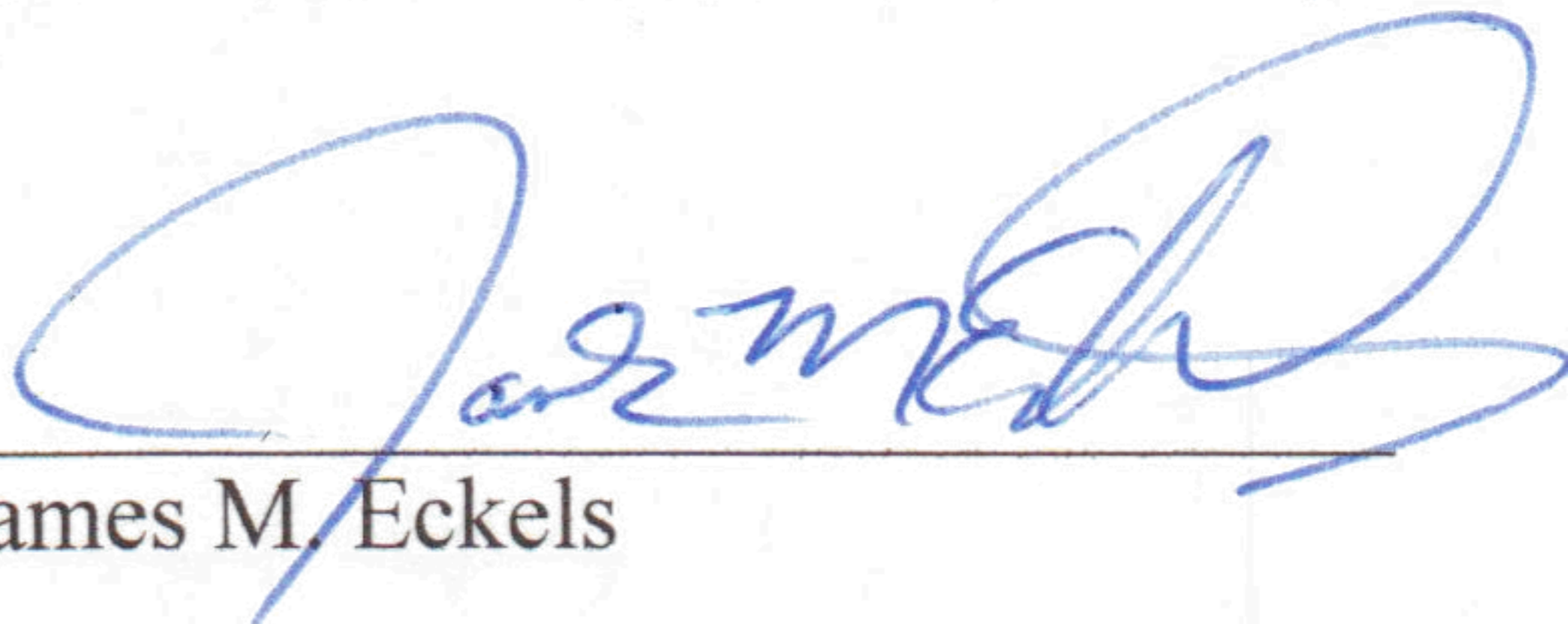
SWORN DECLARATION OF JAMES M. ECKELS

Pursuant to U.S. District Judge Royal Ferguson's Order Granting the Receiver's Motion to Clarify the Receiver Order with Respect to Novo Point, LLC and Quantec, LLC, James M. Eckels declares under penalty of perjury pursuant to the laws of the United States as follows:

1. My name is James M. Eckels.
2. Since the date of the Receiver Order, November 24, 2010, I have not received any monies whatsoever from any Receivership Parties.

Further Affiant Sayeth Not.

Signed under penalty of perjury under the laws of the United States this 24th day of December, 2010.



James M. Eckels

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

NETSPHERE, INC.,	§	
MANILA INDUSTRIES, INC. AND	§	
MUNISH KRISHAN	§	
	§	
PLAINTIFFS,	§	
	§	
v.	§	CIVIL ACTION NO. 3:09-CV-0988-F
	§	
JEFFREY BARON AND	§	
ONDOVA LIMITED COMPANY,	§	
	§	
DEFENDANTS.	§	

SWORN DECLARATION OF JOSHUA E. COX

JOSHUA E. COX declares under penalty of perjury pursuant to the laws of the United States as follows:

1. My name is Joshua E. Cox.
2. I represent Quantec, LLC and Novo Point, LLC in this case.
3. I was retained on or about September 15, 2010 by Adrian Taylor of Novquant, LLC, the then-manager of Quantec, LLC and Novo Point, LLC to represent those companies.
4. I was not paid a retainer to commence such representation.
5. Since entry of the Order Appointing Receiver I have not received any amount from any Receivership Party.

Further Affiant Sayeth Not.

Signed under penalty of perjury under the laws of the United States this 27th day of December, 2010.

/s/ Joshua E. Cox
Joshua E. Cox

CERTIFICATE OF SERVICE

I hereby certify that on December 27, 2010, a true and correct copy of the foregoing was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Joshua E. Cox
Joshua E. Cox

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 SHERMAN RESPONSE TO MOTION TO DISQUALIFY
[DOC 172]

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

COMES NOW, Jeffrey Baron, Appellant, and subject to the pending motion to strike such response, respectfully replies to the response to Motion to Disqualify Mr. Urbanik [DOC 172].

I. SUMMARY

Mr. Urbanik's conduct is unethical because his position as an advocate before this Court was used to interfere with the fair, unbiased hearing of evidence at issue before the Court. The ethical rule prohibits an attorney from doing exactly that—being both an advocate and a fact witness to establish essential facts on behalf of his client.

II. THE ETHICAL RULE IS MANDATORY, NOT OPTIONAL

Texas Disciplinary Rules of Professional Conduct are mandatory in character because they establish the minimum level of conduct below which no lawyer can fall. *Koch Oil Co. v. Anderson Producing, Inc.*, 883 SW 2d 784, 787 (Tex.App. Beaumont–1994).

III. THE EVIDENCE TESTIFIED TO BY MR. URBANIK WAS ESSENTIAL

The evidence Mr. Urbanik claimed to testify to in his declaration included essential facts such as that Mr. Baron had taken steps had to transfer 300,000 internet domain names, to a foreign entity outside of the jurisdiction of the federal courts. Although the fact itself is suspect— no attempt was made to change the ownership of the names, and the names are serviced ultimately by a US company, Mr. Urbanik never-the-less injected himself as a fact witness as to those facts. Similarly Mr. Urbanik claims personal knowledge that entities located in the Cook Islands are controlled by Mr. Baron, etc. These are clearly essential facts, and Mr. Urbanik clearly is offering claims of personal knowledge as to them.

IV. THE STATE ETHICS RULE

In his response, Mr. Sherman makes reference to the comments of the state ethics rules, but noticeably omits mention of the relevant comment, Comment 4.

Comment 4 to Rule 3.08 (Lawyer as Witness) explains the application of the rule in this circumstance:

[T]he principal concern over allowing a lawyer to serve as both an advocate and witness for a client is the possible confusion that those dual roles could create for the finder of fact. Normally those dual roles are unlikely to create exceptional difficulties when the lawyer's testimony is limited to the areas set out in sub-paragraphs (a)(1)-(4) of this Rule. **If, however, the lawyer's testimony concerns a controversial or contested matter, combining the roles of advocate and witness can unfairly prejudice the opposing party.** A witness is required to testify on the basis of personal knowledge, while an advocate is expected to explain and comment on evidence given by others. It may not be clear whether a statement by an advocate-witness should be taken as proof or as an analysis of the proof.

Mr. Sherman also neglects to fully cite the content of Comment 10:

This Rule may furnish some guidance in those procedural disqualification disputes where the party seeking disqualification can demonstrate actual prejudice to itself resulting from the opposing lawyer's service in the dual roles. ... [A] lawyer should not seek to disqualify an opposing lawyer by unnecessarily calling that lawyer as a witness. Such unintended applications of this Rule, if allowed, would subvert its true purpose by converting it into a mere tactical weapon in litigation.

Notably, *Mr. Baron* did not intend to call Mr. Urbanik as a witness. Mr. Urbanik **injected himself into the case as a fact witness with personal knowledge** and filed a sworn declaration in opposition to Mr. Baron's motion to stay pending appeal. Mr. Urbanik's testimony was the only declaration testimony offered in opposition to the motion to stay. Accordingly, the attempt to call Mr. Urbanik's as a witness was not done by Mr. Baron (as some litigation ploy), it was done purposely by Mr. Urbanik. Moreover, counsel for Mr. Baron attempted to

give all benefit of the doubt to Mr. Urbanik, and treated him as a party in interest who had filed on his own behalf, thus avoiding any ethical issue. It was only when Mr. Urbanik insisted and made clear that under no circumstances was he in any way a party to the proceedings, that the ethical issue became acute.

As explained in a recent opinion of the Fourteenth District Court of Appeals in Houston (*IN RE: GEORGE E. GUIDRY, DWIGHT W. ANDRUS, III AND DWIGHT W. ANDRUS INSURANCE, INC.*, No. 14-10-00464-CV):

In denying the motion to disqualify, the trial court may have determined that allowing Jefferson to occupy dual roles as trial lawyer and fact witness would not cause the Brokers actual prejudice. To the extent that the trial court made this determination, we conclude that the court clearly abused its discretion. *See In re Bahn*, 13 S.W.3d at 874 (concluding that **lawyer's dual roles as trial lawyer and fact witness would cause actual prejudice to opposing party**).

V. FEDERAL, NOT STATE APPLICATION OF ETHICAL VIOLATION

The majority of Mr. Sherman's offered cases are not relevant to the motion to disqualify because " [A] District Court is obliged to take measures against unethical conduct occurring in connection with any proceeding before it. *Sanders v. Russell*, 5 Cir. 1968, 401 F.2d 241, 246 ". *Woods v. Covington Cty. Bank*, 537 F.2d 804, 810 (5th Cir. 1976). Motions to disqualify are substantive motions affecting the rights of the parties and are determined under federal law. *In re Dresser Industries, Inc.*, 972 F.2d 540, 543 (5th Cir. 1992).

The consideration in disqualification is not a state remedy. While state ethics violation is key, the Court must consider the motion governed by the ethical rules announced by the national profession and in the light of the public interest and the litigants' rights. *In Re Dresser*, and see *Brennan's Inc. v. Brennan's Restaurants, Inc.*, 590 F.2d 168, 171 (5th Cir. 1979).

VI. OBLIGATION TO THE COURT AND PROCESS, NOT TO CLIENT

Rule 3.08 protects against two diverse interests— (1) To protect the client being represented by preventing his own attorney from acting against the client's interests as a witness and (2) To protect the fairness of the judicial process.

In our case, the second interest is invoked.

As explained by the Fifth Circuit:

“A motion to disqualify counsel is a proper method for a party-litigant to bring the issues of conflict of interest or a breach of ethical duties to the attention of the court.” Indeed “a District Court is obliged to take measures against unethical conduct occurring in connection with any proceeding before it.”

McCuin v. Texas Power & Light Co., 714 F. 2d 1255, 1264 (5th Cir. 1983)

VII. CONCLUSION

Pursuant to Texas Disciplinary Rules of Professional Conduct 3.08, it is unethical for Mr. Urbanik to be both an advocate before the Court and a fact witness of facts essential to the relief requested by him as an advocate. Because Mr. Urbanik injected himself as a fact witness as to essential substantive allegations against Mr. Baron, Mr. Urbanik must be disqualified as counsel in this case.

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**

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.,	§	
MANILA INDUSTRIES., INC., AND	§	
MUNISH KRISHAN	§	
	§	
PLAINTIFFS,	§	
	§	
V.	§	CIVIL ACTION NO. 3:09-CV-0988-F
	§	
JEFFREY BARON AND	§	
ONDOVA LIMITED COMPANY,	§	
	§	
DEFENDANTS.	§	

**RECEIVER’S NOTICE OF EMPLOYMENT OF JOSHUA COX
AS CONSULTANT TO THE RECEIVER**

The Court-appointed Receiver, Peter S. Vogel (the “Receiver”), hereby serves this Notice of Employment of Joshua Cox as Consultant to the Receiver and respectfully shows the Court as follows:

1. On November 24, 2010, the Court issued an order appointing Peter S. Vogel as the Receiver for Defendant Jeffrey Baron (the “Receiver Order”). [Docket #124.]

2. The Receiver Order allows the Receiver to “choose, engage, and employ attorneys . . .” as the Receiver “deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order.” [*Id.* at p. 8.]

3. Accordingly, on December 23, 2010 the Receiver engaged Joshua Cox to perform consulting services as specifically directed by the Receiver, including, but not limited to, consultation to Novo Point, LLC and Quantec, LLC with respect to domain name issues and related matters.

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**

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 December 29, 2010.

/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

**RECEIVER’S NOTICE OF EMPLOYMENT OF JAMES M. ECKELS AS
CONSULTANT TO THE RECEIVER**

The Court-appointed Receiver, Peter S. Vogel (the “Receiver”), hereby serves this Notice of Employment of James M. Eckels as Consultant to the Receiver and respectfully shows the Court as follows:

1. On November 24, 2010, the Court issued an order appointing Peter S. Vogel as the Receiver for Defendant Jeffrey Baron (the “Receiver Order”). [Docket #124.]
2. The Receiver Order allows the Receiver to “choose, engage, and employ attorneys . . .” as the Receiver “deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order.” [*Id.* at p. 8.]
3. Accordingly, on December 23, 2010 the Receiver engaged James M. Eckels to perform consulting services as specifically directed by the Receiver, including, but not limited to, consultation to Novo Point, LLC and Quantec, LLC with respect to domain name issues and related matters.

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**

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 December 29, 2010.

/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

**THE RECEIVER'S FIRST APPLICATION FOR REIMBURSEMENT OF
FEES INCURRED BY RECEIVERSHIP PROFESSIONAL JOSHUA COX**

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 first fee application (the "First Cox Fee Application") on behalf of Receivership Professional Joshua Cox ("Cox") for the period commencing on November 24, 2010 through December 15, 2010 (the "First 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: November 24, 2010 – December 15, 2010

Application Period (November 24, 2010 to December 15, 2010)

	<u>Fees</u>	<u>Expenses</u>		<u>Total</u>
Amounts Requested	\$7,187.50	\$0.00		\$7,187.50
Less: Amounts Previously Paid	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>
Total Compensation Due	\$7,187.50	\$0.00	=	\$7,187.50
	<u>100%</u>	<u>100%</u>		
Total Req. Paid By This Appl.	\$7,187.50	\$7,187.50	=	\$7,187.50

II. PRELIMINARY STATEMENT

In this First Cox Fee Application, the Receiver asks this Court for approval and allowance of all (100%) fees earned and expenses incurred by Cox during the First 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 after entry of the Receiver Order 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 First Cox Fee Application.

III. SUPPORT

In support of the First 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 First Cox Fee Application Period.¹ The invoice includes detailed narratives of the work Cox performed in the First Cox Fee Application Period.

¹ Fees incurred by Cox and accompanying narratives prior to entry of the Receiver Order on November 24, 2010, which appear on Exhibit A are excluded from this First Cox Fee Application. Application for reimbursement of fees incurred prior to entry of the Receiver Order will be dealt with at a later time.

IV. REQUEST

The Receiver respectfully requests that this Court enter an order (a) allowing and authorizing compensation to the Receiver in the amount of \$7,187.50, for the period from November 24, 2010, through December 15, 2010; (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

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**

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 December 29, 2010.

/s/ Peter L. Loh

Peter L. Loh

EXHIBIT A

Joshua E. Cox
Attorney at Law

Invoice 0030003NP

DATE	TIME	DETAIL
11/16/10	1.50	Receive and review email from C. Libbey re potential domain purchase. Receive and review multiple emails from J. Eckels re portfolio transfer, programmer issues, related matters. Review ICANN policy on inter-registrar transfers.
11/17/10	0.50	Review trustee's Motion to Terminate ICANN Accreditation. Receive and review update email from J. Eckels re hearing on same. Receive and review multiple emails from D. Nelson re recent UDRP decisions.
11/18/10	0.75	Receive and review email from J. Eckels re Ondova de-accreditation, related matters. Receive and review multiple emails from D. Nelson re potential domain name disputes.
11/19/10	0.75	Receive and review email from P. Wall re NameMedia data. Receive and review multiple emails from J. Eckels re status of de-accreditation. Review Ondova letter to ICANN re de-accreditation.
11/22/10	1.50	Receive and review email from D. Nelson re domain dispute. Research files re domain. Internet research re trademark owner. Draft email to J. Harbin, J. Eckels re same.
11/24/10	3.50	Telephone conference with J. Eckels re portfolio transition, related matters. Receive and review email from D. Nelson re domain dispute. Begin review WIPO complaint re [REDACTED].com. Receive and review emails from P. Vogel, J. Eckels, T. Ponia re receivership. Review order appointing receiver. Review research materials re receivership, related matters.
11/28/10	0.25	Receive and review email from B. Golden re receivership requests, related matters.
11/29/10	6.25	Email to J. Harbin, J. Eckels re receivership requests, order appointing receiver, related matters. Research PACER docket re Ondova v. Netsphere litigation, Ondova bankruptcy. Review multiple motions and filings in Netsphere litigation. Telephone call to J. Harbin. Telephone call to B. Golden. Telephone conference with J. Eckels re receivership, scheduled portfolio transfer, Garrey lawsuit, related issues. Email to B. Golden re receivership documents. Email to J. Harbin, J. Eckels re Garrey lawsuit. Continued review documents and filings in Netsphere litigation. Begin research causes of action alleged in B. Garrey lawsuit.

Joshua E. Cox

Attorney at Law

Invoice 0030003NP

11/30/10	6.75	Receive and review email from J. Harbin re VeriSign emergency motion, hearing on same. Telephone conference with J. Eckels re VeriSign emergency motion, hearing on same, related matters. Telephone conference with J. Eckels, J. Harbin re VeriSign emergency motion, hearing on same, related matters. Attendance at telephone hearing on VeriSign emergency motion. Telephone conference with J. Eckels re hearing on VeriSign motion, bulk transfer, related matters. Email to J. Eckels and J. Harbin re receivership, related matters. Continued review documents and filings in Netsphere litigation.
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Total: 21.75

Amount

Due: \$2,718.75

Thank you!

/s/

Joshua E. Cox

Joshua E. Cox

Attorney at Law

Invoice 0030004NP

DATE	TIME	DETAIL
12/02/10	0.75	Receive and respond to multiple emails from J. Harbin, J. Eckels re objections to receivership order, pending domain disputes, related matters.
12/03/10	1.75	Telephone conference with J. Eckels re receivership, related matters. Telephone conference with J. Harbin re receivership, related matters. Email to J. Eckels re [REDACTED].com UDRP, related matters. Telephone conference with C. Libbey re domain purchase offer, receivership, related issues. Email to C. Libbey and receiver re same.
12/06/10	2.50	Receive and respond to email from T. Ponia re new domain dispute matters. Email to A. Salomon (Arent Fox) re domain dispute, receivership. Begin research objection to receivership. Email to J. Eckels re meeting.
12/07/10	1.75	Receive and review emails from J. Eckels re docket matters, related issues. Review Receiver's Motion to Clarify Receiver Order and Proposed Order. Telephone conference with J. Eckels re receivership, portfolio issues, related matters. Review Baron Emergency Motion to Vacate Receivership Order. Review Order granting Motion for Emergency Consideration.
12/08/10	2.75	Continue research potential grounds to object to receiver order. Begin draft Response to Receiver's Motion to Clarify. Multiple telephone conferences with J. Eckels re same. Draft lengthy email to J. Harbin re same, proposed course of action. Finalize draft Response to Receiver's Motion to Clarify, email to J. Eckels.
12/10/10	8.75	Multiple telephone conferences with J. Eckels re receivership, portfolio issues, related matters. Multiple telephone conferences with J. Harbin re receivership issues, portfolio, related matters. Telephone call to B. Golden. Receive and review emails from J. Harbin re subpoena, communications from Village Trust. Review subpoena received by J. Harbin. Research federal rules re subpoena purposes, compliance, related matters. Telephone conference with J. Harbin re subpoena compliance, related matters. Draft Rule 11 Agreement re subpoena compliance. Email Rule 11 Agreement to B. Golden, P. Loh. Review Receivership Order, email to J. Eckels re same. Receive email from J. Harbin re Fabulous.com agreement; research emails re same, forward email to J. Harbin re same. Finalize revisions to Response to Receiver's Motion to Clarify. Email J. Harbin, J. Eckels re same. Prepare Notice of Appearance. File Notice of Appearance, Response and Objection to Receiver's Motion to Clarify via ECF.

Joshua E. Cox
Attorney at Law

Invoice 0030004NP

12/13/10	6.75	Receive and review email from Judge Ferguson courtroom deputy re hearing re-set, forward same to J. Harbin, J. Eckels. Review notice of order resetting hearing. Review Motion for Emergency Ruling on Motion to Stay Pending Appeal filed by Baron in Netsphere lawsuit. Review Proof of Service of Harbin Subpoena. Review Response to Motion to Vacate or Stay Receivership Pending Appeal filed by Ch. 11 Trustee in Netsphere lawsuit. Review lengthy exhibit in support filed by Ch. 11 Trustee. Telephone conference with T. Jackson re Motion to Clarify, upcoming hearing re same. Receive and review lengthy email from B. Golden re registration fees, related matters. Email to J. Harbin, T. Jackson re same. Begin draft Motion to Dissolve Receivership.
12/14/10	7.50	Review multiple orders entered in Netsphere lawsuit. Email to T. Jackson, J. Harbin re objecting to receivership, additional grounds, related matters. Multiple telephone conferences with J. Harbin re expiring names, portfolio registration fees, receivership, related matters. Multiple telephone conferences with T. Jackson re same. Review proposed letter to receiver attorney. Telephone conference with J. Eckels re November deletions, related matters. Email to receiver attorney re November deletions.
12/15/10	8.25	Receive and review email from B. Golden re tender of documents. Review Emergency Motion for Clarification filed by Receiver. Review Order granting same. Review Receiver's report re Baron interference, lengthy appendix in support of same. Telephone conference with T. Jackson re response to Golden emails, receivership, upcoming hearing, related matters. Continued review various pleadings in Netsphere litigation. Begin preparation for hearing on Receiver's Motion to Clarify, related matters.

Total: 40.75

Amount

Due: \$5,093.75

Thank you!

/s/

Joshua E. Cox

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

RECEIVER'S REPORT OF WORK PERFORMED IN NOVEMBER 2010

The Receiver submits this Receiver's Report of Work Performed in November 2010 (the "Report") to inform the Court of the Receiver's progress in carrying out his duties under this Court's Order Appointing Receiver (the "Receiver Order") and other related orders. The Report is drafted in outline form below, organized by goal-oriented tasks, to facilitate a clear understanding of the work performed by the Receiver and his counsel at Gardere Wynne Sewell LLP ("Gardere") from November 24, 2010 through November 30, 2010.

**WORK PERFORMED BY THE RECEIVER AND GARDERE ON BEHALF OF THE RECEIVER
FROM NOVEMBER 24, 2010 THROUGH NOVEMBER 30, 2010**

A. Working relating to the Receivership Assets.

1. Work relating to the Receivership Assets that are monetary funds.

a. Work relating to identifying the monetary funds.

- i. The Receiver and Gardere collected account information and account documents from individuals with information related to the “Receivership Parties,” “Receivership Assets,” and “Receivership Documents,” as those terms are defined in the Receiver Order. Specifically, the Receiver and Gardere requested, and in some instances obtained, financial information from Sid Chesnin, Martin Thomas, Gary Lyon, James Eckels, Joshua Cox, Jeff Baron, Jeff Harbin, Jeff Hall, Ray Urbanik, Dean Ferguson, Don Ham, and others.
- ii. Gardere initiated a review of the financial documents collected in order to identify monetary funds subject to the Receiver Order.
- iii. Gardere strategized on contacting institutions holding monetary funds subject to the Receiver Order, having those funds temporarily frozen, and making the Receiver able to access those funds.

b. Work relating to obtaining control over the monetary funds.

i. Work relating to obtaining control over the domestic monetary funds.

- 1) Gardere researched federal case law and statutes regarding the Receiver’s jurisdiction over Receivership Assets residing outside the Northern District of Texas. Gardere developed a strategy to comply with 28 U.S.C. § 754, which requires the Receiver, within ten days of entry of the Receiver Order, to file the Receiver Order and Original Petition in all districts in which Receivership Assets are believed to reside. Gardere worked to locate the Receivership Assets and Receivership Parties, including the creation of a chart comprised of Receivership Parties’ corporate addresses, registered agents, and applicable judicial district. Gardere identified fifteen judicial districts in which Receivership Assets and/or Receivership Parties are located. Gardere prepared filings of miscellaneous actions for all identified jurisdictions, with Receiver Order and Original Petition attached, for all judicial districts

where Receivership Parties and Receivership Assets are believed to be located.

- 2) Gardere corresponded with financial institutions holding Receiver Assets, served copies of the Receiver Order, and inquired into the proper procedure to take control of accounts.

ii. Work relating to obtaining control over the non-domestic monetary funds.

- 1) Gardere identified and researched legal issues regarding Receivership Assets located in the Cook Islands, and obtaining jurisdiction over such assets. Gardere researched federal case law and statutes for establishing jurisdiction over such Receivership Assets. Gardere researched the Receiver's jurisdiction and control over property outside the United States.
- 2) The Receiver and Gardere began formulating a strategy for consolidating foreign Receivership Parties into domestic Receivership Parties.

2. Work relating to the Receivership Assets that are non-monetary assets.

a. Work relating to identifying the non-monetary assets.

- i. There were well in excess of 200,000 domain names that qualify as Receivership Assets. The Receiver and Gardere worked successfully with VeriSign, Inc. to transfer those names from their old registrar, Ondova Limited Company (in Bankruptcy), to a new registrar, Fabulous.com.
- ii. The Receiver reviewed VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver communicated with the Trustee Daniel Sherman and his counsel Ray Urbanik, as well as Damon Nelson (Manager of Ondova Limited Company), regarding VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver communicated with VeriSign's counsel Eric Schnabel, Jessica Mikhailevich, and Robert Mallard regarding the same, as well as the transfer of the domain names to Fabulous.com.
- iii. The Receiver and Gardere prepared for and participated in the hearing on VeriSign's emergency motion to vacate and modify the Receiver Order. Gardere also reviewed and prepared proposed revisions to VeriSign's proposed order on its emergency motion to modify the Receiver Order. Gardere communicated with

VeriSign's counsel regarding the transfer of domain names and VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver and Gardere then worked with Fabulous.com to ensure that it would take direction from the Receiver concerning the domain names after their transfer.

b. Work relating to managing the non-monetary assets.

- i. Gardere formulated a strategy to manage privacy issues concerning ownership of the domain names.
- ii. Gardere formulated a strategy for reducing the domain name portfolio by not renewing certain money-losing domain names and thereby preserving Receivership Assets.
- iii. Gardere handled several operational issues concerning maintenance of the domain names.
- iv. Gardere identified and developed strategies for issues regarding alleged expirations of domain names and the release of domain names based on Uniform Domain-Name Dispute-Resolution Policy ("UDRP") claims.

B. Expenses Flowing Out.

1. **Work relating to payment of immediate debts.** Gardere identified immediate debts owed (and to whom) by the Receivership Parties, such as rent, and worked to pay such debts.
2. **Work relating to efforts to provide Mr. Baron with daily living expenses.** The Receiver and Gardere worked to ensure Mr. Baron had adequate funds from the receivership to pay for his daily living expenses.
3. **Work relating to management of and resolution of UDRP claims.**
 - a. Gardere assessed the impact of the Receiver Order on UDRP claims.
 - b. Gardere began developing a strategy for responding to and dealing with UDRP claims and pending trademark litigation.
4. **Work relating to management of pending lawsuits.**
 - a. Gardere began identifying pending litigation matters involving Receivership Parties and determining a going-forward litigation strategy, including stays in various matters.
 - b. Gardere contacted counsel for parties with pending claims to inform them of the Receiver Order's stay of such claims.

5. Work relating to Post-Receiver Professionals.

- a. The Receiver and Gardere began formulating a strategy for retaining or dismissing various employees, contractors, and professionals of Receivership Parties.
- b. The Receiver and Gardere began formulating a strategy for retaining an accountant as a hired professional to assist the Receiver.

C. Miscellaneous Work

a. Work relating to initial understanding of the Receiver Order.

- i. The Receiver and Gardere reviewed the Receiver Order and all motions relating to the appointment of the Receiver. Gardere began developing an overall strategy for compliance with the Receiver Order.
- ii. The Receiver corresponded with interested parties and their counsel (such as Martin Thomas, Gary Lyon, James Eckels, Joshua Cox, Jeffrey Baron, Jeff Harbin, Tine Faasili Ponia, Samantha Eisner, and several other individuals), as well as counsel for Trustee Ray Urbanik, regarding entry of the Receiver Order and implementation thereof.

- b. **Work relating to the Receiver's bond.** Gardere prepared the Receiver's Bond, acquired a surety for the bond, and posted the bond.

2. Work regarding clarifying additional ambiguities of the Receiver Order.

- a. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly include Novo Point, LLC and Quantec, LLC (entities discussed at the hearing on VeriSign's emergency motion to modify the Receiver Order) in the Receiver Order's definition of Receivership Parties.
- b. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly include additional entities controlled by Baron (such as Iguana Consulting, LLC, Javelina, LLC, Southpac Trust Limited, and Quasar Services, LLC) in the Receiver Order's definition of Receivership Parties. Gardere worked to identify entities which should be included in such motion.
- c. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly exclude ID Genesis from the Receiver Order's definition of Receivership Parties.

3. Work related to the bankruptcy case.

- a. The Receiver and Gardere took steps to determine the Receiver's role going forward in the related bankruptcy case before Judge Stacey G. C. Jernigan, styled *In re Ondova Limited Company*, Case No. 09-34784-SGJ-11, In the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.
- b. The Receiver and Gardere communicated with the Trustee, Daniel Sherman, and the Trustee's counsel, Ray Urbanik and Dennis Roossien of Munsch Hardt Kopf and Harr, P.C., to coordinate strategy for controlling Receivership Assets and Receivership Parties and to gain institutional knowledge regarding same from the Trustee.

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**

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 December 30, 2010.

/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

THE RECEIVER’S FIRST APPLICATION FOR REIMBURSEMENT OF FEES AND EXPENSES INCURRED BY THE RECEIVER

Peter S. Vogel, Receiver over Jeffrey Baron and the Receivership Parties (the “Receiver”), files this First Application for Reimbursement of Fees and Expenses Incurred by the Receiver (“First Receiver Fee Application”) for the period commencing on November 24, 2010 and through November 30, 2010 (the “First Application Period”). In support of the First Receiver Fee Application, the Receiver states as follows:

I. SUMMARY OF REQUEST

Name of Applicant: Peter S. Vogel
Role in Case: Receiver
Application Period: November 24, 2010 – November 30, 2010

Application Period (November 24, 2010 to November 30, 2010)

	<u>Fees</u>	<u>Expenses</u>		<u>Total</u>
Amounts Requested	\$16,900.00	\$0.00		\$16,900.00
Less: Amounts Previously Paid	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>
Total Compensation Due	\$16,900.00	\$0.00	=	\$16,900.00
	<u>100%</u>	<u>100%</u>		
Total Req. Paid By This Appl.	\$16,900.00	\$0.00	=	\$16,900.00

II. PRELIMINARY STATEMENT

In this First Receiver Fee Application, the Receiver asks this Court for approval and allowance of all (100%) fees earned and expenses incurred by the Receiver during the First Application Period. As shown by the record before this Court and the exhibits attached hereto, since his appointment, the Receiver has worked diligently on a daily basis to carry out the Receiver's duties under this Court's Order Appointing Receiver (the "Receiver Order") and other related orders. As shown on the record before this Court, and in the exhibits attached hereto, the Receiver believes that his work has resulted in identifiable, tangible, and material progress in carrying out the Receiver Order. Accordingly, the First Receiver Fee Application should be approved.

III. SUPPORT

In support of the First Receiver Fee Application, the Receiver has attached true and correct copies of the following:

- 1) The Receiver's Invoice for Legal Services Rendered during the First Application Period, detailing all fees requested for payment by the Receiver and including narratives of the work performed by the Receiver, is attached hereto as Exhibit A.
- 2) Receiver's Report of Work Performed in November 2010, detailing all the work performed by the Receiver and Receiver's counsel on behalf of the Receiver during the First Application Period, is attached hereto as Exhibit B.

IV. REQUEST

The Receiver respectfully requests that this Court enter an order (a) allowing and authorizing compensation to the Receiver in the amount of \$16,900.00, for the period from November 24, 2010, through November 30, 2010; (b) directing the Receiver, and his agents or representatives, to immediately pay the \$16,900.00 to the Receiver from any funds from the

Receiver Assets from which the Receiver has obtained access to date, including funds the Receiver obtained from any of the following accounts: (1) Woodforest National Bank, Account #1715301261, under Jeffrey Baron's name, (2) TD Ameritrade, Account #144-211236, under Mr. Baron's name, (3) BBVA Compass Bank, Account #2521421315, under Novo Point, LLC's name, and (4) BBVA Compass Bank, Account #2521421323, under Quantec, LLC's name.

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**

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 December 30, 2010.

/s/ Peter L. Loh

Peter L. Loh

EXHIBIT A

GARDERE WYNNE SEWELL LLP
ATTORNEYS AND COUNSELORS
1601 ELM STREET SUITE 3000
DALLAS, TEXAS 75201-4761
(214) 999-3000
TAX I.D. 75-0730814

Peter S. Vogel, Receiver
1601 Elm Street, Suite 3000
Dallas, TX 75201

December 8, 2010
Invoice Number: 1019183
Due within 30 days of receipt

Client: 136589

REMITTANCE ADVICE

Re: Matter: 000001 Receivership

Total Fees

16,900.00

TOTAL CURRENT BILL

\$ 16,900.00

Please return this remittance page with your payment to:

Gardere Wynne Sewell LLP, P.O. Box 660256, Dallas, TX 75266-0256 Payment can also be made by WIRE to: Amegy Bank, 2501 North Harwood Street, Dallas, Texas 75201 - ABA routing number: 113011258, Account name: Gardere Wynne Sewell LLP, Account #: 53271439, For INTERNATIONAL WIRES: Amegy Bank, SWIFT SWBK US44, Important: Please reference a Client # and/or Invoice #

13-10696.3465

GARDERE WYNNE SEWELL LLP

ATTORNEYS AND COUNSELORS
 1601 ELM STREET SUITE 3000
 DALLAS, TEXAS 75201-4761
 (214) 999-3000
 TAX I.D. 75-0730814

Peter S. Vogel, Receiver
 1601 Elm Street, Suite 3000
 Dallas, TX 75201

December 8, 2010
 Invoice Number: 1019183
 Client: 136589
 Due within 30 days of receipt

FOR LEGAL SERVICES RENDERED THROUGH 11/30/10
 Matter no: 000001
 Receivership

Date	Attorney/Description	Hours
11/24/10	P. Vogel Email to interested parties and related conversations with Ray Urbanik and Barry Golden.	2.50
11/25/10	P. Vogel Review emails and pleadings in lawsuits.	0.70
11/26/10	P. Vogel Conversation with Barry Golden, Trustee Corky Sherman, attorney for Trustee Ray Urbanik, and Damon Nelson, and related conversations with Barry Golden regarding ICANN and VeriSign claims.	1.60
11/27/10	P. Vogel Conversation with Barry Golden regarding issues with ICANN and VeriSign.	0.40
11/28/10	P. Vogel Attend conference call with counsel Barry Golden, Trustee's counsel Ray Urbanik, and VeriSign counsel Eric Schnabel, Jessica Mikhailevich, and Robert Mallard; conversation with Barry Golden, Trustee Corky Sherman, and Trustee's counsel Ray Urbanik regarding VeriSign and domain name transfer; review Barry Golden emails to parties with Receivership Assets; and various telephone conversations with Barry Golden.	3.30
11/29/10	P. Vogel Review emails and files in preparation of meetings with Receivership Parties, review materials from Jeff Harbin, conversations with Barry Golden, Peter Loh, Trustee Corky Sherman, and Ray Urbanik, conversation with James Eckels, Barry Golden, and Peter Loh regarding Ondova domain names.	8.90

Peter S. Vogel, Receiver
Client No. 136589
Invoice No. 1019183

Page 3
December 8, 2010

Date	Attorney/Description	Hours
11/30/10	P. Vogel Review VeriSign's Motion for Emergency Relief and related pleadings; conversations with Trustee Corky Sherman, attorney for Trustee Ray Urbanik, Damon Nelson, M'Lou Bell, Barry Golden, and Peter Loh; hearing with Judge Furgeson regarding VeriSign's Motions; review emails from various parties; conversation with John MacPete; and review files from Jeff Harbin.	8.60
Total for Hours & Services		\$16,900.00 26.00

Matter Invoice Summary:

Total Fees

\$16,900.00

Total this Matter

\$16,900.00

Peter S. Vogel, Receiver
Client No. 136589
Invoice No. 1019183

Page 4
December 8, 2010

Summary of Fees by Timekeeper for this Invoice

Timekeeper	Rank	Hours	Billed Per Hour	Total
Vogel, Peter S.	Partner	26.00	650.00	\$16,900.00
Total All Timekeepers for This Invoice		26.00		\$16,900.00

EXHIBIT B

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

RECEIVER’S REPORT OF WORK PERFORMED IN NOVEMBER 2010

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FROM NOVEMBER 24, 2010 THROUGH NOVEMBER 30, 2010**

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1. Work relating to the Receivership Assets that are monetary funds.

a. Work relating to identifying the monetary funds.

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- ii. Gardere initiated a review of the financial documents collected in order to identify monetary funds subject to the Receiver Order.
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where Receivership Parties and Receivership Assets are believed to be located.

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ii. Work relating to obtaining control over the non-domestic monetary funds.

- 1) Gardere identified and researched legal issues regarding Receivership Assets located in the Cook Islands, and obtaining jurisdiction over such assets. Gardere researched federal case law and statutes for establishing jurisdiction over such Receivership Assets. Gardere researched the Receiver's jurisdiction and control over property outside the United States.
- 2) The Receiver and Gardere began formulating a strategy for consolidating foreign Receivership Parties into domestic Receivership Parties.

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a. Work relating to identifying the non-monetary assets.

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 - a. Gardere assessed the impact of the Receiver Order on UDRP claims.
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 - a. Gardere began identifying pending litigation matters involving Receivership Parties and determining a going-forward litigation strategy, including stays in various matters.
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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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Dallas, Texas 75201

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(214) 999.3000 (telephone)

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 December 30, 2010.

/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

THE RECEIVER’S FIRST APPLICATION FOR REIMBURSEMENT OF FEES AND EXPENSES INCURRED BY GARDERE WYNNE SEWELL LLP

Peter S. Vogel, Receiver over Jeffrey Baron and the Receivership Parties (the “Receiver”), files this First Application for Reimbursement of Fees and Expenses Incurred by Gardere Wynne Sewell LLP (“First Gardere Fee Application”) for the period commencing on November 24, 2010 and through November 30, 2010 (the “First Application Period”). In support of the First Gardere Fee Application, the Receiver states as follows:

I. SUMMARY OF REQUEST

Name of Applicant: Peter S. Vogel on behalf of Gardere Wynne Sewell LLP

Role in Case: Counsel to Peter S. Vogel, Receiver

Application Period: November 24, 2010 – November 30, 2010

Application Period (November 24, 2010 to November 30, 2010)

	<u>Fees</u>	<u>Expenses</u>		<u>Total</u>
Amounts Requested	\$24,324.50	\$0.00		\$24,324.50
Less: Amounts Previously Paid	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>
Total Compensation Due	\$24,324.50	\$0.00	=	\$24,324.50
	<u>100%</u>	<u>100%</u>		
Total Req. Paid By This Appl.	\$24,324.50	\$0.00	=	\$24,324.50

II. PRELIMINARY STATEMENT

In this First Gardere Fee Application, the Receiver asks this Court for approval and allowance of all (100%) fees earned and expenses incurred by Gardere Wynne Sewell LLP (“Gardere”) during the First Application Period. As shown by the record before this Court and the exhibits attached hereto, since its employment, Gardere has worked diligently on a daily basis to carry out the Receiver’s duties under this Court’s Order Appointing Receiver (the “Receiver Order”) and other related orders. As shown on the record before this Court, and in the exhibits attached hereto, the Receiver believes that Gardere’s work has resulted in identifiable, tangible, and material progress in carrying out the Receiver Order. Accordingly, the First Gardere Fee Application should be approved.

III. SUPPORT

In support of the First Gardere Fee Application, the Receiver has attached true and correct copies of the following:

- 1) Gardere’s Invoice for Legal Services Rendered on Behalf of the Receiver during the First Application Period, detailing all fees requested for payment by Gardere and including narratives of the work performed by Gardere on behalf of the Receiver, is attached hereto as Exhibit A.
- 2) Receiver’s Report of Work Performed in November 2010, detailing all the work performed by the Receiver and Gardere on behalf of the Receiver during the First Application Period, is attached hereto as Exhibit B.

IV. REQUEST

The Receiver respectfully requests that this Court enter an order (a) allowing and authorizing compensation to Gardere in the amount of \$24,324.50; (b) directing the Receiver, and his agents or representatives, to immediately pay the \$24,324.50 to Gardere from any funds from the Receiver Assets from which the Receiver has obtained access to date, including funds the Receiver obtained from any of the following accounts: (1) Woodforest National Bank,

Account #1715301261, under Jeffrey Baron's name, (2) TD Ameritrade, Account #144-211236, under Mr. Baron's name, (3) BBVA Compass Bank, Account #2521421315, under Novo Point, LLC's name, and (4) BBVA Compass Bank, Account #2521421323, under Quantec, LLC's name.

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

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(214) 999.3000 (telephone)

bgolden@gardere.com

ploh@gardere.com

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

CERTIFICATE OF SERVICE

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/s/ Peter L. Loh

Peter L. Loh

EXHIBIT A

GARDERE WYNNE SEWELL LLP
ATTORNEYS AND COUNSELORS
1601 ELM STREET SUITE 3000
DALLAS, TEXAS 75201-4761
(214) 999-3000
TAX I.D. 75-0730814

Peter S. Vogel, Receiver
1601 Elm Street, Suite 3000
Dallas, TX 75201

December 9, 2010
Invoice Number: 1019184
Due within 30 days of receipt

Client: 136589

REMITTANCE ADVICE

Re: Matter: 000002 Counsel for Receiver

Total Fees	24,324.50
TOTAL CURRENT BILL	<u>\$ 24,324.50</u>

Please return this remittance page with your payment to:

Gardere Wynne Sewell LLP, P.O. Box 660256, Dallas, TX 75266-0256 Payment can also be made by WIRE to: Amegy Bank, 2501 North Harwood Street, Dallas, Texas 75201 - ABA routing number: 113011258, Account name: Gardere Wynne Sewell LLP, Account #: 53271439, For INTERNATIONAL WIRES: Amegy Bank, SWIFT SWBK US44, Important: Please reference a Client # and/or Invoice #

13-10696.3480

GARDERE WYNNE SEWELL LLP

ATTORNEYS AND COUNSELORS

1601 ELM STREET SUITE 3000

DALLAS, TEXAS 75201-4761

(214) 999-3000

TAX I.D. 75-0730814

Peter S. Vogel, Receiver
1601 Elm Street, Suite 3000
Dallas, TX 75201

December 9, 2010
Invoice Number: 1019184
Client: 136589
Due within 30 days of receipt

FOR LEGAL SERVICES RENDERED THROUGH 11/30/10

Matter no: 000002

Counsel for Receiver

Date	Attorney/Description	Hours
11/24/10	B. Golden Review motion relating to receivership (.2); review exhibits attaching to same motion (.1); review order relating to receivership (.3); analyze strategy and work relating to compliance with receivership order (.2); review and revise sworn statement from Peter Vogel regarding receiver position (.1); analyze strategy for posting bond regarding same (.1).	1.00
11/25/10	B. Golden Review petition in Friedman & Feiger v. Garrey (.2); analyze strategy for enforcing order ceasing transfer of domain names (.2); review related correspondence (.2).	0.60

Peter S. Vogel, Receiver
 Client No. 136589
 Invoice No. 1019184

Page 3
 December 9, 2010

Date	Attorney/Description	Hours
11/26/10	<p>B. Golden</p> <p>Analyze impact of Receiver Order on pending litigation matters and mediations (.2); review letter from Hall to Broome regarding Hall v. Baron lawsuit and related issue to impact of Receiver Order (.1); review correspondence from Ravi Puri regarding ID Genesis LLC and potential request to modify Receiver Order to exclude it (.1); analyze strategy regarding determination of whether ID Genesis LLC should be excluded from relief in Receiver Order (.4); correspond with Ravi Puri regarding same (.2); review correspondence from counsel for ICANN regarding jurisdictional challenge to Receiver Order and role in process of transfer of Ondova's domain names (.5); conduct legal research regarding same jurisdictional challenge (.5); correspond with counsel for ICAAN regarding same jurisdictional challenge to Receiver Order and role in process of transfer of Ondova's domain names (.5); review correspondence from Village Trust regarding jurisdictional challenge to Receiver Order (.2); conduct legal research regarding same jurisdictional challenge (.4); correspond with Village Trust regarding same jurisdictional challenge to Receiver Order (.3); review correspondence from counsel for Verisign regarding issues concerning alleged expiration of domain names and transfer to Fabulous.com (.3); analyze strategy relating to same issues concerning alleged expiration of domain names and transfer to Fabulous.com (.9); analyze issues regarding release of domain names based on UDRP decisions (.2); analyze strategy for posting bond pursuant to Receiver Order (.2); analyze strategy concerning inclusion of Quantec LLC and Novo Point LLC within scope of Receiver Order (.2); analyze strategy for preparing summary of Receiver Order (.2).</p>	5.10
11/27/10	<p>B. Golden</p> <p>Continue to review correspondence from counsel for ICANN regarding jurisdictional challenge to Receiver Order and role in process of transfer of Ondova's domain names (.2); continue analyzing legal issues regarding same jurisdictional challenge (.2); continue to analyze issues concerning alleged expiration of domain names and transfer to Fabulous.com (1.0); continue analyze strategy for preparing summary of Receiver Order (.1); analyze strategy and legal issues for filing miscellaneous actions to enforce Receiver Order outside of district and sending out related 754 letters (.5).</p>	2.00
11/27/10	<p>P. Loh</p> <p>Review and analyze correspondence between Receiver, Receiver's counsel, counsel for Trustee, and counsel for parties implicated in Order Appointing Receiver concerning impact of order appointing receiver and breadth of same (1.0); research and analyze locations of various entities impacted by Order Appointing Receiver for possible filing of miscellaneous actions in judicial district where entities are located in order to comply with U.S.C. Section 754 (1.6); correspond with counsel for Receiver concerning miscellaneous actions (.3).</p>	2.90
11/27/10	<p>J. Blakley</p> <p>Review Court's Order Appointing Receiver (.5); draft memorandum to P. Vogel and B. Golden outlining the various parties' obligations under the receivership order (1.5).</p>	2.00

Peter S. Vogel, Receiver
 Client No. 136589
 Invoice No. 1019184

Page 4
 December 9, 2010

Date	Attorney/Description	Hours
11/28/10	<p>B. Golden</p> <p>Analyze strategy for opening miscellaneous actions and effectuating 754 notice of Receiver Order (.7); communicate with counsel for ICAAN regarding issues relating to same notice (.2); analyze strategy regarding whether to oppose VeriSign's proposed modification of Receiver Order to allow domain names to transfer to Fabulous.com (1.2); communicate with counsel for VeriSign regarding same (.8); analyze potential alternatives to allowing domain names to transfer to Fabulous.com (.7); analyze strategy for responding to request by "in-house" counsel for Jeff Baron regarding privilege issues and daily living expenses (.3); communicate with "in-house" counsel for Jeff Baron regarding same (.2); analyze legal issues regarding jurisdiction over assets located in Cook Islands (.2); analyze strategy for collecting Account Information and Account Documents from individuals with information and documents related to one or more of the Receivership Parties, Receivership Assets, and Receivership Documents (.8); communicate with Sid Chesnin, Martin Thomas, Gary Lyon, James Eckels, Josh Cox, Jeff Baron, Jeff Harbin, and Don Ham regarding same (1.7); analyze strategy relating to requests for extensions to provide information and documents related to one or more of the Receivership Parties, Receivership Assets, and Receivership Documents (.2); communicate with Sid Chesnin and James Eckels regarding same (.2).</p>	7.20
11/28/10	<p>P. Loh</p> <p>Draft Notice of Filing Miscellaneous Action for filing in judicial districts where property subject to receivership order resides (.5); review and analyze federal case law and statutes regarding a receiver's jurisdiction over property residing outside the judicial district of his appointment (.7); review and analyze federal case law and statutes concerning the procedure for establishing jurisdiction over property subject to the receiver order which resides outside of the United States (.9); draft cover letter to clerks of district courts for filing of miscellaneous actions (.2).</p>	2.30
11/29/10	<p>D. Ruckman</p> <p>Conference with Peter Vogel regarding background issues and initial receivership proceedings.</p>	0.50
11/29/10	<p>B. Golden</p> <p>Continue analyzing strategy and legal issues relating to potential transfer of domain names to Fabulous.com (1.3); analyze strategy and legal issues relating to protections against unauthorized transfer of registrants after transfer of domain names to Fabulous.com (1.1); receive and review financial documents produced by various current or former representatives of Receiver Parties (1.8); analyze strategy for confirming amounts in Fabulous.com accounts and specific uses of such amounts (i.e., renewals of domain-name licenses expiring in the near future) (.7); revise and draft communications to Fabulous.com relating to same (.4); interview and communicate by e-mail with James Eckels regarding Receiver Parties, Receiver Assets, and related issues (2.0); analyze strategy for collecting and analyzing necessary materials to determine current assets, revenues, and debts (.4); analyze strategy for payments of immediate debts (.3); analyze strategy relating to Receiver's going-forward role in bankruptcy proceeding (.1); analyze strategy for contacting account institutions, sending them Order, effectuating Receiver as sole party to make withdrawals (.3); communicate with Trustee regarding various of the above issues (.4).</p>	8.80

Peter S. Vogel, Receiver
 Client No. 136589
 Invoice No. 1019184

Page 5
 December 9, 2010

Date	Attorney/Description	Hours
11/29/10	P. Loh Conference with James Eckles, corporate counsel for Quantec, LLC, Novo Point, LLC, and other entities related to Ondova Limited Company and subject to Order Appointing Receiver, concerning assets and operations of entities in receivership estate (2.5); review and analyze corporate formation documents, financial statements, bank statements, and other related documents produced by James Harbin, accountant for Quantec, LLC, Novo Point, LLC, and other entities related to Ondova Limited Company (2.7); prepare notice of filing miscellaneous action per 28 U.S.C. Section 754 (.8); correspond with Mike Robertson of Fabulous.com concerning transfer of domain names belonging to receivership estate to Fabulous.com (1.2).	7.20
11/29/10	J. Blakley Prepare receiver's bond (.7); communicate with surety (.3); execute and file receiver's bond (.3).	1.30
11/29/10	J. Blakley Research exercise of receiver's jurisdiction and control over property outside the United States.	0.90
11/30/10	D. Ruckman Review receivership order and give comments.	0.30
11/30/10	B. Golden Continue analyzing strategy and status for filing miscellaneous actions and serving 754 papers, in order to effectuate Receiver Order outside of district (.5); determine pending litigation matters involving Receiver Parties and determine going-forward litigation strategy (.3); analyze strategy for determining leases, notes, professional fees, and other alleged debts (.3); analyze strategy for retaining or dismissing various employees, contractors, and professionals of Receiver Parties (.5); determine strategy to manage privacy issues concerning ownership of domain names (.2); prepare for hearing on VeriSign's emergency motion to modify order (.6); participate in hearing on VeriSign's emergency motion to modify order (.5); review and prepare proposed revisions to proposed Order on VeriSign's emergency motion to modify order (.3); communicate with counsel for VeriSign regarding transfer of domain names and emergency motion to modify order (.8); analyze strategy for preparing motion to clarify Receiver Order (in order to add two entities discussed with Court at hearing on VeriSign's emergency motion to modify order) (.3); analyze strategy for preparing second motion to clarify Receiver Order (in order to add additional entities that might be considered Receiver Parties) (.3); analyze strategy for reducing domain name portfolio (.2); analyze additional operational issues concerning maintenance of domain names (.7); review documents produced by various individuals relating to Receiver Assets (.7); determine strategy for collecting additional documents from various individuals relating to Receiver Assets (.4); analyze strategy for retaining accountant as hired professional (.2); analyze strategy for consolidating foreign Receiver Parties into domestic Receiver Parties (.8); determine going-forward role of Receiver in bankruptcy case (.2); coordinate efforts to modify bank accounts in compliance with Receiver Order (.3); prepare global projects list (.5).	8.60

Peter S. Vogel, Receiver
 Client No. 136589
 Invoice No. 1019184

Page 6
 December 9, 2010

Date	Attorney/Description	Hours
11/30/10	P. Loh Correspond with Jafari McClenton, manager at BBVA Compass Bank, concerning withdrawal of funds from checking accounts belonging to Ondova affiliated companies (.6); research and analyze locations of receivership property for filing of miscellaneous actions per 28 U.S.C. Section 754 in jurisdictions around the country (1.2); correspond with counsel concerning same (.8); draft notice of employment of attorneys (.5); review and analyze correspondence from various attorneys representing parties to litigation and the Chapter 11 trustee (.7); correspond multiple times via e-mail and phone with Eric Schnabel, counsel for VeriSign, concerning transfer of domain names to Fabulous.com (.8); review and analyze possibility of deletion of domain names due expiration on November 30, 2010 (.4).	5.00
11/30/10	J. Blakley Research service of receivership documents on entities located within the Cook Islands.	2.00
11/30/10	J. Blakley Research service of receivership documents on entities within other federal jurisdictions (1.9); draft chart of receivership entities, business addresses, relevant district court, and registered agent (1.9).	3.80
Total for Hours & Services		\$24,324.50 61.50

Matter Invoice Summary:

Total Fees	\$24,324.50
Total this Matter	<u><u>\$24,324.50</u></u>

EXHIBIT B

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

RECEIVER’S REPORT OF WORK PERFORMED IN NOVEMBER 2010

The Receiver submits this Receiver’s Report of Work Performed in November 2010 (the “Report”) to inform the Court of the Receiver’s progress in carrying out his duties under this Court’s Order Appointing Receiver (the “Receiver Order”) and other related orders. The Report is drafted in outline form below, organized by goal-oriented tasks, to facilitate a clear understanding of the work performed by the Receiver and his counsel at Gardere Wynne Sewell LLP (“Gardere”) from November 24, 2010 through November 30, 2010.

**WORK PERFORMED BY THE RECEIVER AND GARDERE ON BEHALF OF THE RECEIVER
FROM NOVEMBER 24, 2010 THROUGH NOVEMBER 30, 2010**

A. Working relating to the Receivership Assets.

1. Work relating to the Receivership Assets that are monetary funds.

a. Work relating to identifying the monetary funds.

- i. The Receiver and Gardere collected account information and account documents from individuals with information related to the “Receivership Parties,” “Receivership Assets,” and “Receivership Documents,” as those terms are defined in the Receiver Order. Specifically, the Receiver and Gardere requested, and in some instances obtained, financial information from Sid Chesnin, Martin Thomas, Gary Lyon, James Eckels, Joshua Cox, Jeff Baron, Jeff Harbin, Jeff Hall, Ray Urbanik, Dean Ferguson, Don Ham, and others.
- ii. Gardere initiated a review of the financial documents collected in order to identify monetary funds subject to the Receiver Order.
- iii. Gardere strategized on contacting institutions holding monetary funds subject to the Receiver Order, having those funds temporarily frozen, and making the Receiver able to access those funds.

b. Work relating to obtaining control over the monetary funds.

i. Work relating to obtaining control over the domestic monetary funds.

- 1) Gardere researched federal case law and statutes regarding the Receiver’s jurisdiction over Receivership Assets residing outside the Northern District of Texas. Gardere developed a strategy to comply with 28 U.S.C. § 754, which requires the Receiver, within ten days of entry of the Receiver Order, to file the Receiver Order and Original Petition in all districts in which Receivership Assets are believed to reside. Gardere worked to locate the Receivership Assets and Receivership Parties, including the creation of a chart comprised of Receivership Parties’ corporate addresses, registered agents, and applicable judicial district. Gardere identified fifteen judicial districts in which Receivership Assets and/or Receivership Parties are located. Gardere prepared filings of miscellaneous actions for all identified jurisdictions, with Receiver Order and Original Petition attached, for all judicial districts

where Receivership Parties and Receivership Assets are believed to be located.

- 2) Gardere corresponded with financial institutions holding Receiver Assets, served copies of the Receiver Order, and inquired into the proper procedure to take control of accounts.

ii. Work relating to obtaining control over the non-domestic monetary funds.

- 1) Gardere identified and researched legal issues regarding Receivership Assets located in the Cook Islands, and obtaining jurisdiction over such assets. Gardere researched federal case law and statutes for establishing jurisdiction over such Receivership Assets. Gardere researched the Receiver's jurisdiction and control over property outside the United States.
- 2) The Receiver and Gardere began formulating a strategy for consolidating foreign Receivership Parties into domestic Receivership Parties.

2. Work relating to the Receivership Assets that are non-monetary assets.

a. Work relating to identifying the non-monetary assets.

- i. There were well in excess of 200,000 domain names that qualify as Receivership Assets. The Receiver and Gardere worked successfully with VeriSign, Inc. to transfer those names from their old registrar, Ondova Limited Company (in Bankruptcy), to a new registrar, Fabulous.com.
- ii. The Receiver reviewed VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver communicated with the Trustee Daniel Sherman and his counsel Ray Urbanik, as well as Damon Nelson (Manager of Ondova Limited Company), regarding VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver communicated with VeriSign's counsel Eric Schnabel, Jessica Mikhailevich, and Robert Mallard regarding the same, as well as the transfer of the domain names to Fabulous.com.
- iii. The Receiver and Gardere prepared for and participated in the hearing on VeriSign's emergency motion to vacate and modify the Receiver Order. Gardere also reviewed and prepared proposed revisions to VeriSign's proposed order on its emergency motion to modify the Receiver Order. Gardere communicated with

VeriSign's counsel regarding the transfer of domain names and VeriSign's emergency motion to vacate and modify the Receiver Order. The Receiver and Gardere then worked with Fabulous.com to ensure that it would take direction from the Receiver concerning the domain names after their transfer.

b. Work relating to managing the non-monetary assets.

- i. Gardere formulated a strategy to manage privacy issues concerning ownership of the domain names.
- ii. Gardere formulated a strategy for reducing the domain name portfolio by not renewing certain money-losing domain names and thereby preserving Receivership Assets.
- iii. Gardere handled several operational issues concerning maintenance of the domain names.
- iv. Gardere identified and developed strategies for issues regarding alleged expirations of domain names and the release of domain names based on Uniform Domain-Name Dispute-Resolution Policy ("UDRP") claims.

B. Expenses Flowing Out.

1. **Work relating to payment of immediate debts.** Gardere identified immediate debts owed (and to whom) by the Receivership Parties, such as rent, and worked to pay such debts.
2. **Work relating to efforts to provide Mr. Baron with daily living expenses.** The Receiver and Gardere worked to ensure Mr. Baron had adequate funds from the receivership to pay for his daily living expenses.
3. **Work relating to management of and resolution of UDRP claims.**
 - a. Gardere assessed the impact of the Receiver Order on UDRP claims.
 - b. Gardere began developing a strategy for responding to and dealing with UDRP claims and pending trademark litigation.
4. **Work relating to management of pending lawsuits.**
 - a. Gardere began identifying pending litigation matters involving Receivership Parties and determining a going-forward litigation strategy, including stays in various matters.
 - b. Gardere contacted counsel for parties with pending claims to inform them of the Receiver Order's stay of such claims.

5. Work relating to Post-Receiver Professionals.

- a. The Receiver and Gardere began formulating a strategy for retaining or dismissing various employees, contractors, and professionals of Receivership Parties.
- b. The Receiver and Gardere began formulating a strategy for retaining an accountant as a hired professional to assist the Receiver.

C. Miscellaneous Work

a. Work relating to initial understanding of the Receiver Order.

- i. The Receiver and Gardere reviewed the Receiver Order and all motions relating to the appointment of the Receiver. Gardere began developing an overall strategy for compliance with the Receiver Order.
- ii. The Receiver corresponded with interested parties and their counsel (such as Martin Thomas, Gary Lyon, James Eckels, Joshua Cox, Jeffrey Baron, Jeff Harbin, Tine Faasili Ponia, Samantha Eisner, and several other individuals), as well as counsel for Trustee Ray Urbanik, regarding entry of the Receiver Order and implementation thereof.

- b. **Work relating to the Receiver's bond.** Gardere prepared the Receiver's Bond, acquired a surety for the bond, and posted the bond.

2. Work regarding clarifying additional ambiguities of the Receiver Order.

- a. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly include Novo Point, LLC and Quantec, LLC (entities discussed at the hearing on VeriSign's emergency motion to modify the Receiver Order) in the Receiver Order's definition of Receivership Parties.
- b. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly include additional entities controlled by Baron (such as Iguana Consulting, LLC, Javelina, LLC, Southpac Trust Limited, and Quasar Services, LLC) in the Receiver Order's definition of Receivership Parties. Gardere worked to identify entities which should be included in such motion.
- c. Gardere began preparation of a motion to clarify the Receiver Order, in order to explicitly exclude ID Genesis from the Receiver Order's definition of Receivership Parties.

3. Work related to the bankruptcy case.

- a. The Receiver and Gardere took steps to determine the Receiver's role going forward in the related bankruptcy case before Judge Stacey G. C. Jernigan, styled *In re Ondova Limited Company*, Case No. 09-34784-SGJ-11, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.
- b. The Receiver and Gardere communicated with the Trustee, Daniel Sherman, and the Trustee's counsel, Ray Urbanik and Dennis Roossien of Munsch Hardt Kopf and Harr, P.C., to coordinate strategy for controlling Receivership Assets and Receivership Parties and to gain institutional knowledge regarding same from the Trustee.

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

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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 December 30, 2010.

/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

RECEIVER’S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL

Pursuant to Local Rule 79.3, Peter S. Vogel, Receiver files this Motion for Leave to File Documents Under Seal.

REASONS FOR RELIEF REQUESTED

1. On December 17, 2010, this Court entered its Order Requiring Non-Renewal of Money-Losing Domain Names [Docket No. 177] (the “Order”). The Order acknowledged “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’).” [Order at p. 2.] The Court ordered that “the Receiver identify the Money Losing Domain Names and instruct the registrar not to renew them.” *Id.*

2. The Receiver intends to file a motion requesting that the Court approve the Receiver’s proposal on how best to comply with the Order, based on information gained by the Receiver since the Order’s entry (the “Motion”).

3. The Motion will necessarily attach, as exhibits 1 and 2, materials comprised of confidential, proprietary, and sensitive information related to certain domain names that are valuable assets within the Order Appointing Receiver's definition of "Receivership Assets." Specifically, the exhibits will include the domain names themselves and detailed information concerning revenue generated from them. Revealing the domain names will necessarily cause disclosure of who owns them – information which is typically kept confidential for privacy and other reasons – and revealing the revenue will disclose highly proprietary and sensitive economic information. As a result, the Receiver moves for leave to file these confidential, proprietary, and sensitive materials under seal, in order to protect valuable assets subject to the receivership.

REQUEST FOR RELIEF

WHEREFORE, the Receiver respectfully requests that the Court grant the Receiver leave to file exhibits 1 and 2 of the Motion under seal pursuant to Local Rule 79.3.

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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(214) 999.4667 (facsimile)

(214) 999.3000 (telephone)

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 December 30, 2010.

/s/ Peter L. Loh
Peter L. Loh

CERTIFICATE OF CONFERENCE

The undersigned certifies that counsel for the Receiver attempted to confer via e-mail on December 30, 2010, 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

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

NETSPHERE, INC., et al

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§
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v.

Case No. 3:09-CV-00988-F

JEFFREY BARON, et al

**TRUSTEE'S RESPONSE TO BARON'S MOTION TO
STRIKE SHERMAN RESPONSE TO MOTION TO DISQUALIFY**

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

COMES NOW, Daniel J. Sherman (the "Trustee"), the duly appointed Chapter 11 trustee of Ondova Limited Company ("Ondova"), and files this Response to Baron's Motion to Strike Sherman Response to Motion to Disqualify filed on December 24, 2010 [Docket No. 183] ("Motion to Strike"), as follows:

ARGUMENT

Mr. Baron's Motion to Strike should be denied. Mr. Baron's Motion to Disqualify Raymond J. Urbanik, Counsel for Daniel J. Sherman and Brief in Support was filed on December 16, 2010 [Docket No. 171] (the "Motion to Disqualify"). The Trustee's Response to Baron's Motion to Disqualify was filed by the Trustee on December 16, 2010 [Docket No. 172]. (the "Trustee's Response"). A copy of the Response is attached as Exhibit 1. The Motion to Strike makes no effort to justify or otherwise explain the misconduct of Mr. Baron first identified in the Trustee's Response. Instead it seeks to inject another delay into the Court's disposition of the matters before it. It should be dealt with for what it is, another effort by Mr. Baron to either hijack or derail these proceedings.

I. Mr. Baron and his present lawyers already have a history of seeking delay and causing disruption.

The Motion to Strike is the sixth collateral Motion Mr. Baron has filed in this Court since his present lawyers appeared December 3rd. After his initial Motion for Emergency Consideration he filed three additional motions asking for either expedited consideration or for delayed consideration, along with a “Motion to Clarify” that included a request for a continuance. When his other efforts to delay the hearing failed Mr. Baron and his lawyers filed a Motion to Disqualify Mr. Urbanik the day before the scheduled hearing. The Motion to Strike continues this pattern deluging the Court with extraneous matters. None of the pleadings filed by Baron dispute in any way the facts that persuaded the Court to appoint a receiver.

II. There is no reason to delay sanctions proceedings.

The prompt action of this Court on Mr. Baron’s earlier Motions spared the Trustee from the need to prepare and file responses to some of them, but there can be no doubt Mr. Baron will continue his abuse of the judicial system as long as he can persuade lawyers to file meritless pleadings on his behalf. The Court has been admirably patient with Mr. Baron; however, Ondova’s creditors and the many additional participants in this lawsuit are incurring substantial expenses because of Mr. Baron’s groundless filings and those filings must come to an end. It is time for the Court to act.

The immediate complaint in Mr. Baron’s Motion to Strike is that he was not served with a Motion for Sanctions at least twenty one days in advance. Sending a Motion for Sanctions would have been futile. Baron’s Motion to Strike is directed at the Trustee’s Response. The Trustee’s Response clearly points out, with authority, that the Motion to Disqualify was completely groundless. Mr. Baron’s counsel has now filed a Reply to the Trustee’s Response [Docket No. 107] (the “Reply”). The filing of the Reply shows that Mr. Baron’s attorneys have

no intention of withdrawing their original offensive pleading, and that eliminates the reason for the twenty one day delay called for by Rule 11. The Motion to Strike completely ignores the substantive issues concerning Mr. Baron's conduct raised in the Trustee's response. There is no point in serving Mr. Baron with a proposed Motion for Sanctions and waiting twenty one days to see what he and his lawyers will do, and the Court is justified in proceeding under Rule 11(c)(3) without delay.

III. The Motion to Disqualify and Reply were filed in bad faith because Mr. Baron and his lawyers know that Mr. Urbanik is not a necessary witness.

To briefly recap what is set forth in the Response, the bedrock requirement for the application of Disciplinary Rule 3.08 is that Mr. Urbanik be a "witness necessary to establish an essential fact." A party moving for disqualification under the Rule must prove there is a "genuine need for the attorney's testimony." *Gilbert McClure Enterprises v. Burnett*, 735 S.W.2d 309, 311 (Tex.App.-Dallas,1987). Where more than one individual witnessed an event "necessity" cannot be shown. *In re Sandoval*, 308 S.W.3d 31, 34 (Tex.App.-San Antonio,2009). To argue in good faith that Mr. Urbanik should be disqualified would require that Mr. Baron identify an essential fact known to Mr. Urbanik and demonstrate that Mr. Urbanik was the only witness able to establish that fact.

Instead of trying to demonstrate the Mr. Urbanik is a "witness necessary to establish an essential fact" the Motion to Disqualify argues that he is a "witness to the substantive matters" in this case (Motion at ¶4). It then lists the "substantive matters." (Motion at ¶4). Conspicuously absent is any argument that Mr. Urbanik actually is a necessary witness to these matters. Mr. Baron and his lawyers know there are many witnesses and public records that could establish any one of them. Specifically:

- The structure of Mr. Baron's various trusts and companies is known to Mr. Baron, the various trustees and managers, and the lawyers who created these entities. They are also matters of public record in the various jurisdictions in which they were created.
- The threatened transfer of domain names is known to Mr. Baron and the managers and trustees of the trusts involved in those transfers.
- The location of Mr. Baron's assets is known to Mr. Baron and to the various trustees, managers and bankers who have immediate control or possession of those assets.
- The control of Mr. Baron's entities is known to their various trustees and managers.
- The number of attorneys hired and fired by Mr. Baron is known by the Trustee himself, the Court, the Bankruptcy Court, and the lawyers themselves. They are also in many cases a matter of record.

Mr. Baron and his lawyers know that Mr. Urbanik is not a necessary witness to any of the "substantive matters" they list, and they also know that the Motion to Disqualify was groundless when filed. It appears to have been filed solely for purposes of harassment and for the purpose of causing extra expense and delay.

The Trustee's Response included relevant case law cited above, and the Court might expect that Mr. Baron's Reply would at least address the question of whether Mr. Urbanik is really a "necessary" witness. Not surprisingly, it does not. Instead Mr. Baron simply repeats that Mr. Urbanik is a witness, as if merely have knowledge of contested matters was sufficient for disqualification. Mr. Baron cites neither case law nor any comment to the Rule that even suggests merely being one of many possible witnesses disqualifies an attorney. Mr. Baron's counsel knew that the Motion to Disqualify had no legal basis and filed it anyway for the purpose of delay and harassment.

IV. The Reply was filed in bad faith because Mr. Baron and his counsel knew that the Trustee did not intend to call Mr. Urbanik as a witness.

Regardless of the purported "necessity" of the testimony, the client's declaration that it will not call the attorney as a witness completely cures any prejudice to the opponent that might justify disqualification. After a review of the relevant Texas authorities the Houston Court of

Appeals found that “they do not support disqualification where the attorney will not take the witness stand.” *Schwartz v. Jefferson*, 930 S.W.2d 957, 961 (Tex.App.-Houston [14 Dist.],1996). At the December 17, 2010 hearing the Trustee stated unequivocally that he would not call Mr. Urbanik as a witness, thus completely eliminating any basis for disqualification. Despite that statement and actual knowledge of the relevant case law Mr. Baron and his attorneys are continuing to prosecute the Motion to Disqualify. This demonstrates their bad faith and improper motive.

V. The Motion and Reply include knowingly false statements about the facts related to Mr. Urbanik as a witness.

Mr. Baron’s Reply begins with this statement:

Mr. Urbanik’s conduct is unethical because his position as an advocate before this Court was used to interfere with the fair, unbiased hearing of evidence at issue before the Court.

The statement is unexplained and clearly false. Mr. Urbanik did nothing at all during the December 17, 2010 hearing that might be considered interference with the “fair unbiased hearing of evidence.” Mr. Baron has personal knowledge of and could testify about all of the matters that were contained in Mr. Urbanik’s earlier declaration, but he was never called as a witness by his own lawyers. Mr. Baron could also have filed a declaration about those matters with his original Emergency Motion to Vacate but he did not. If Mr. Baron believes anything in Mr. Urbanik’s declaration is untrue all he has to do is take an oath and tell the Court what he thinks really happened. He has never done so, choosing instead to provide the Court with detailed descriptions of his physical and psychological problems. Mr. Baron and his lawyers knew when they filed the Reply that the statement quoted above is false.

The Motion to Disqualify also contains this statement:

Prior to today, Mr. Urbanik has received the benefit of the doubt that his advocacy before this tribunal fell within the scope of

exception 4 to the Rule applying to a lawyer who is a party to the action. However, Mr. Urbanik has now made clear that he is not a party and is not appearing as a party.

This statement is repeated in the Reply. (Reply at pp. 3-4) The Motion to Appoint a Receiver was titled “Emergency Motion Of Trustee For Appointment Of A Receiver Over Jeffrey Baron.”

The first paragraph of the Motion reads as follows:

. . . Daniel J. Sherman (the "Trustee"), the duly-appointed Chapter 11 trustee of Ondova Limited Company ("Ondova"), and files his Emergency Motion of Trustee for Appointment of a Receiver over Jeffrey Baron (the "Motion") . . .

The Trustee’s Response to Mr. Baron’s Motion to Vacate begins with this statement:

COMES NOW Daniel J. Sherman (the "Trustee"), the duly-appointed Chapter 11 trustee of Ondova Limited Company ("Ondova"), and responds. . . .”

Nothing in either the Motion to Appoint or the Response to Motion to Vacate suggests that Mr. Urbanik was acting as anything other than the Trustee’s counsel. When Mr. Baron and his lawyers claim that they believed Mr. Urbanik was himself an individual party to this lawsuit they are simply lying to the Court.

Finally, the Reply continues to insist that Mr. Urbanik is a witness covered by Disciplinary Rule 3.08 based only on the written Declaration filed in support of the Trustee’s Response to the Motion to Vacate. The Reply says, for example, that “the attempt to call Mr. Urbanik as a witness was not done by Mr. Baron (as some litigation ploy), it was done purposely by Mr. Urbanik.” Attaching an affidavit or declaration to a pleading is not “calling a witness.” The kind of confusion between advocate and witness addressed by Disciplinary Rule 3.08 arises only in the context of an actual hearing where the lawyer both acts as an advocate and testifies. It cannot arise from a declaration attached to a pleading because the two different roles are embodied in two different documents that are presented not to a jury, but to a trained jurist who

understands the difference. There is no reasonable interpretation of Disciplinary Rule 3.08 that would have it apply based only on a filed declaration, and so Mr. Baron's Motion to Disqualify was filed in bad faith.

VI. Mr. Baron and his lawyers did exactly what Disciplinary Rule 3.08 says should not be done.

Comment 10 to Disciplinary Rule 3.08 states that:

Likewise, a lawyer should not seek to disqualify an opposing lawyer by unnecessarily calling that lawyer as a witness. Such unintended applications of this Rule, if allowed, would subvert its true purpose by converting it into a mere tactical weapon in litigation.

Mr. Urbanik was the *very first* witness that Mr. Baron's counsel tried to call during the December 17, 2010 hearing. It was a transparent ploy intended to convert the Rule into a "mere tactical weapon." It is almost certain that this maneuver will be used again when the hearing resumes on January 4 because the Motion to Disqualify was only filed to delay the proceedings and harass the Trustee and his counsel.

VII. The Motion to Disqualify is only one of several motions filed in bad faith.

Mr. Baron and his counsel will say anything to try to trick a court into granting Mr. Baron's requests. The most blatant recent example is in Mr. Baron's Second Emergency Motion for Stay in the Fifth Circuit. The Fifth Circuit refused to rule on Mr. Baron's original Motion to Stay because this Court was hearing the same matter. Knowing that the Fifth Circuit would never consider a Motion to Stay while the matter was still in this Court, Mr. Baron and his lawyers decided to engage in deception. In his Second Emergency Motion in the Fifth Circuit Mr. Baron claims that "The District Court declined to grant the emergency stay requested by Mr. Baron" as if there had been an actual ruling. The truth, of course, is that the Court merely recessed the hearing without making any ruling at all on Mr. Baron's Motion to Vacate. The Second

Emergency Motion was filed in deliberate bad faith with the knowledge that the matter was not ripe for review in the Fifth Circuit.

Both of the Motions filed in the Fifth Circuit claim, in so many words, that this Court and the Bankruptcy Court conspired with the Trustee's counsel to create the receivership in order to avoid a contest over attorneys fees. The relevant portion of the Second Emergency Motion states:

Jeffrey Baron then had the audacity to object in a separate bankruptcy case to the fee application of one Raymond Urbanik. (Exhibit G). Within three business days Mr. Urbanik had the US District Court judge sign, without a hearing, an ex-parte order: (1) seizing all of Mr. Baron's assets, along with the assets of independent trusts to which Mr. Baron is a beneficiary (approximately \$20,000,00.00 to \$40,000,000.00 in assets); and (2) appointing the receiver over Mr. Baron in the nature of a guardianship over an incompetent. (Exhibits A, F). Mr. Baron's attorneys were told they were fired and Mr. Baron was threatened that if he tried to hire an attorney he could be held in contempt. (Exhibits P, R).

The receiver seized all of Mr. Baron's assets, appeared in the bankruptcy court asserting to hold Mr. Baron's rights, and withdrew the objection to Mr. Urbanik's fee application. (Exhibit G). The bankruptcy court then approved the fees and sealed Mr. Urbanik's fee application so that it could not be examined by the public. (Exhibit H).

(Second Emergency Motion at pp. 5-6). Mr. Baron and his counsel knew better than to make this claim to this Court since this Court knows that the Receivership was ordered as a result of Mr. Baron's well documented history of disrupting legal proceedings by the serial hiring and firing of counsel as well as other vexatious litigation tactics and accordingly that the Receivership was completely and utterly unrelated to any fee application. Baron and his counsel were willing, however, to file a knowingly false pleading in a Court that they thought might be fooled by it.

Finally, Mr. Baron's lawyers still claim that they were hired only as appellate counsel although they have now filed no less than eight papers in this Court and appeared on Mr. Baron's

behalf at the December 17 hearing. The claim that they are only lawyers for the appeal is clearly a charade used as an excuse for a delay.

VIII. Mr. Baron's lawyers are as or more culpable than Mr. Baron.

Mr. Baron's present lawyers prepared the Motion to Disqualify and the two Emergency Motions filed in the Fifth Circuit. The technical nature of the Motion to Disqualify shows that it was the creation of Mr. Baron's present counsel rather than of Mr. Baron himself. Mr. Baron's lawyers are as culpable as he is in the existing efforts to interfere with the work of the Court and increase the expense to the parties in the lawsuit and bankruptcy.

CONCLUSION

Mr. Barron's barrage of pleadings does everything but address the reasons that the Court appointed the Receiver in the first place. He does not attempt to explain or justify his firing of so many lawyers or his failure to pay them, leaving the inescapable conclusion that these changes have always been part of a strategy to hijack the various legal proceedings in which he is involved. As a substitute for explaining his conduct Mr. Baron argues that he has a right to choose his own lawyers, no matter disruptive the change of counsel might be to the administration of the case or how much expense it imposes on the other parties. The Fifth Circuit has observed that the right to counsel of one's own choice "cannot be exercised without thought also to the needs of effective administration of justice." *McCuin v. Tex. Power & Light Co.*, 714 F.2d 1255, 1263 (5th Cir. 1983). The right to choose counsel can be abused and thereby lost or limited. Mr. Baron's abuse justified the appointment of a Receiver.

The history of this case proves that any lawyer hired by Mr. Baron will either quit because of Mr. Baron's conduct or will join him in his obstructive tactics. The immediate solution to the problems presented by Mr. Baron is to deny the Motion to Strike and the Motion to Disqualify; however, that treatment of the symptoms will not cure the disease. The Trustee

should be awarded his legal fees associated with the Motion to Disqualify, Motion to Strike and Reply, along with an additional amount sufficient to deter Mr. Baron and his lawyers from future misconduct.

Finally, since it seems clear that no ordinary sanction will stop Mr. Baron from hiring lawyers to file spurious claims on his behalf, the Court should enjoin Mr. Baron and his lawyers from filing any pleading or other paper with the Court until the Magistrate Judge has reviewed it and determined that is offered in good faith.

Respectfully submitted this 31st day of December, 2010.

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Richard M. Hunt
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droossien@munsch.com
rhunt@munsch.com

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

CERTIFICATE OF SERVICE

I hereby certify that, on December 31, 2010, a true and correct copy of the foregoing document was sent to all counsel appearing of record through the Court's ECF system.

/s/ Richard M. Hunt

Richard M. Hunt

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

NETSPHERE, INC., et al

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§
§

v.

Case No. 3:09-CV-00988-F

JEFFREY BARON, et al

RESPONSE TO MOTION TO DISQUALIFY

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

COMES NOW, Daniel J. Sherman (the "Trustee"), the duly appointed Chapter 11 trustee of Ondova Limited Company ("Ondova") and files this Response to Motion to Disqualify and Motion for Sanctions as follows:

SUMMARY OF ARGUMENT

An attorney witness is disqualified under Rule 3.08 of the Texas Rules of Disciplinary Procedure only if the lawyer's testimony is "necessary to establish an essential fact."¹ It is not a Rule intended to be a standard for substantive disqualification.² Baron's Motion to Disqualify ignores the text of the Rule and its purpose in an effort to continue a pattern of harassment that has included a string of Motions whose clear intent was to harass the Trustee and Trustee's counsel during the critical period leading up to the hearing on Baron's Motion. It should be denied. The Court may also wish to consider whether this conduct warrants an Order to Show Cause under Rule 11(c)(3) of the Federal Rules of Civil Procedure.

¹ Texas Disciplinary Rules of Professional Conduct R. 3.08(a) (West 2010).

² Id., Comment 9.



I. Rule 3.08 is not intended to require disqualification.

Comment 9 to Rule 3.08 makes it clear that the Rule is not intended for use as a tool to disqualify opposing counsel. This is because as a Rule it is primarily intended to protect the lawyer's client. The Comment observes:

Rule 3.08 sets out a disciplinary standard and is not well suited to use as a standard for procedural disqualification. As a disciplinary rule it serves two principal purposes. The first is to insure that a client's case is not compromised by being represented by a lawyer who could be more effective witness for the client by not also serving as an advocate.³

Comment 10 goes on to observe that it may "furnish some guidance" where the party seeking disqualification "can demonstrate actual prejudice to itself" but notes that:

Unintended applications of this Rule, if allowed, would subvert its true purpose by converting it into a mere tactical weapon in litigation.⁴

Baron has made no effort at all to show prejudice to himself from Mr. Urbanik's role as an advocate; rather, he is clearly using the Rule as a "mere tactical weapon."

II. Rule 3.08 does not apply in any case.

Rule 3.08 applies only if the lawyer's testimony is "necessary to establish an essential fact." A party moving for disqualification under the Rule must prove there is a "genuine need for the attorney's testimony." *Gilbert McClure Enterprises v. Burnett*, 735 S.W.2d 309, 311 (Tex.App.-Dallas,1987). Baron has made no effort at all to show that only Mr. Urbanik could provide the testimony at issue. Mr. Urbanik's declaration is simply a narrative of the history of this case and related cases, and the events he refers to were witnessed by the parties, their lawyers, and in many cases the Court. The particular matters referred to in the Motion itself are by their nature known to many other individuals, and in particular to the Trustee and Receiver in

³ Id.

⁴ Id., Comment 10.

this case. Where more than one individual witnessed an event “necessity” cannot be shown. *In re Sandoval*, 308 S.W.3d 31, 34 (Tex.App.-San Antonio,2009).

Regardless of the purported “necessity” of the testimony, the client’s declaration that it will not call the attorney as a witness completely cures any prejudice to the opponent that might justify disqualification. After a review of the relevant Texas authorities the Houston Court of Appeals found that “they do not support disqualification where the attorney will not take the witness stand.” *Schwartz v. Jefferson*, 930 S.W.2d 957, 961 (Tex.App.-Houston [14 Dist.],1996). In this case the Trustee has no intention of calling Mr. Urbanik as a witness, and that fact alone precludes disqualification.

III. The Motion to Disqualify justifies a Rule 11(c)(3) Order to Show Cause.

The Trustee’s Response and Mr. Urbanik’s declaration were filed and served on Baron’s counsel on December 10, 2010. Baron’s attorney filed three Motions in three days asking first that there be a ruling without a hearing, and then that the hearing set for December 17, 2010 be continued. The Motion to Disqualify was filed on the afternoon of December 16, 2010 and was clearly a last desperate effort to interfere with the December 17 hearing. Had Baron been genuinely concerned with Mr. Urbanik’s role in the case he would certainly have called it to the Court’s attention in one of the three earlier Motions. Coming as it does on the heels of the earlier Motions and Baron’s long history of vexatious conduct the Motion to Disqualify justifies the entry of an Order to Show Cause pursuant to Rule 11(c)(3) of the Federal Rules of Civil Procedure.

CONCLUSION

The Motion to Disqualify should be denied and the Court should Order Baron to show cause why the Motion did not violate Rule 11(b) of the Federal Rules of Civil Procedure.

Respectfully submitted this 16th day of December, 2010.

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Richard M. Hunt
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ATTORNEYS FOR DANIEL J.
SHERMAN, CHAPTER 11 TRUSTEE
FOR ONDOVA

CERTIFICATE OF SERVICE

I hereby certify that, on December 16, 2010, a true and correct copy of the foregoing document was sent to all counsel appearing of record through the Court's ECF system.

/s/ Richard M. Hunt
Richard M. Hunt

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 FIRST APPLICATION FOR REIMBURSEMENT OF
FEES INCURRED BY RECEIVERSHIP PROFESSIONAL JAMES M. ECKELS**

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 first fee application (the "First Eckels Fee Application") on behalf of Receivership Professional James M. Eckels ("Eckels") for the period commencing on November 24, 2010 through December 15, 2010 (the "First Eckels 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 James M. Eckels

Application Period: November 24, 2010 – December 15, 2010

Application Period (November 24, 2010 to December 15, 2010)

	<u>Fees</u>	<u>Expenses</u>		<u>Total</u>
Amounts Requested	\$6,937.50	\$0.00		\$6,937.50
Less: Amounts Previously Paid	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>
Total Compensation Due	\$6,937.50	\$0.00	=	\$6,937.50
	<u>100%</u>	<u>100%</u>		
Total Req. Paid By This Appl.	\$6,937.50	\$0.00	=	\$6,937.50

II. PRELIMINARY STATEMENT

In this First Eckels Fee Application, the Receiver asks this Court for approval and allowance of all (100%) fees earned and expenses incurred by Eckels during the First Eckels Fee Application Period. As shown by the record before this Court and the exhibit attached hereto, Eckels has worked diligently on behalf of Receivership Party Quantec, LLC (“Quantec”). The Receiver believes that Eckels performed valuable work on behalf of Quantec after entry of the Receiver Order 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 First Eckels Fee Application.

III. SUPPORT

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

IV. REQUEST

The Receiver respectfully requests that this Court enter an order (a) allowing and authorizing compensation to the Receiver in the amount of \$6,937.50, for the period from November 24, 2010, through December 15, 2010; (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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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 3, 2010.

/s/ Peter L. Loh

Peter L. Loh

EXHIBIT A

Law Offices of
James M. Eckels

7505 John Carpenter Fwy
Dallas TX 75247
Office (972) 439-1882
Mobile (562) 899-0879
Facsimile (817) 704-4489

January 3, 2011

Invoice submitted to:

bgolden@gardere.com

Barry Golden, Esq.
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas TX 75201

Statement of Services: November 24, 2010 – November 30, 2010

Client: Quantec LLC

Invoice #: 1001

<u>Date</u>	<u>Description</u>	<u>Hours</u>
11/24/10	Receive e-mail from J. Kramlinger re sales inquiry of [REDACTED].com. Receive e-mail from ICANN counsel S. Eisner and Verisign counsel E. Schnabel re ICANN approval of bulk transfer of domains from Ondova to [REDACTED].com via DARTP Protocol and related notice issues; prepare e-mail re same to E. Schabel, M. Robertson, J. Harbin and J. Cox. Receive Notice of Extension of Time to answer UDRP Complaint – [REDACTED].com v. TIPA - from NAF coordinator Michelle S.; teleconference with Complainant's counsel, M. Shah, regarding receipt of extension to file responsive pleading to UDRP Complaint. Receive e-mail from D. Nelson re UDRP Complaint – [REDACTED].com v. TIPA; receive and review UDRP Complaint, exhibits and accompanying e-mail from WIPO Case Manager G. Bahr. Receive e-mail from J. Harbin re issuing notice to Chapter 11 Trustee re assertion of rights in and preservation of disputed domain names assertion of rights in and preservation of disputed domain names. Receive e-mails from P. Vogel, J. Cox, G. Lyon and T. Ponia re appointment of receiver. Review Order appointing receiver. Teleconference with J. MacPete re appointment and	6.9

Barry Golden, Esq.
Page 2 of 3

implications of receiver appointment. Research re receiver appointment and related matters, including notice requirements, standing and jurisdiction. Teleconference with J. Cox re portfolio transfer from Ondova to Fabulous and related matters. Receive and review e-mail from P. Wall re request to manually transfer traunche of domains with authorization codes; prepare e-mail to P. Wall and M. Robertson re injunction against any transfers in light of receiver appointment; teleconference with P. Wall re same.

- 11/26/10 Receive e-mail from N. De Villiers re purchase of [REDACTED].com. Receive BK Court Order cancelling hearing re application for substantial contribution administrative expenses. Receive and prepare response to e-mail from J. Harbin re ICANN approval of DARTP bulk transfer of domains. .6
- 11/28/10 Receive e-mail from S. Rao re purchase [REDACTED].com. Receive and prepare response to J. Kramlinger re implications of receiver appointment to potential sale of [REDACTED].com. Receive and review revised November rent invoice from J. Galina. Receive e-mail from M. Glosser re receipt of check for purchase of office furniture. Teleconference with P. Wall re sales of domains via SEDO, sales inquiries via Hitfarm, updating database with UDRP decisions, status of new contract and related matters. Receive and prepare response to e-mail from B. Golden re documents to be produced pursuant to Order appointing Receiver. Prepare e-mails to J. Harbin and P. Wall re monetizer, bank and all Quantec account information. Begin to prepare Account Matrix of all Quantec and Novo Point monetizer, bank and related accounts pursuant to Order appointing Receiver. 4.3
- 11/29/10 Teleconference with P. Wall re monetizer account login info. and related matters. Finalize Account Matrix of all Quantec and Novo Point monetizer, bank and related accounts pursuant to Order appointing Receiver. Attend meeting with B. Golden, P. Loh and P. Vogel in Dallas, TX to discuss Account Matrix information and going forward strategy. Teleconference with J. Cox re meeting with receiver and receiver's counsel, domain portfolio transfer, Garrey lawsuit, and related matters. Receive and prepare responsive e-mails to B. Golden re follow-up information/documents and expiring domain issues. Prepare e-mail to and participate in teleconference with P. Wall re expiring domains. Receive e-mail from M. Robertson 6.2

Barry Golden, Esq.
Page 3 of 3

re response to P. Loh inquiry re expiring domains and Fabulous account status. Prepare e-mail to J. Davis re alleged trademark infringement and appointment of receiver over [REDACTED].com and [REDACTED].com domains.

11/30/10 Prepare e-mail to J. Gallina and A. Folmer re fully executed copy of Quasar lease agreement; teleconference with A. Folmer re same. Telephone conference with J. Cox and J. Harbin re Verisign emergency motion. Participate in telephonic hearing on Verisign emergency motion. Teleconference with J. Cox re hearing on Verisign emergency motion, DARTP transfer and related matters. Review e-mail from T. Temple re purchase of [REDACTED].com. Review Chapter 11 Trustee's response to Baron's objection to Chapter 11 Trustee counsel's fee application. Teleconference with P. Wall re results of hearing on Verisign emergency motion. 5.1

Total: 23.1

Amount Due: \$2,887.50

Law Offices of
James M. Eckels

7505 John Carpenter Fwy
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Office (972) 439-1882
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Facsimile (817) 704-4489

January 3, 2011

Invoice submitted to:
bgolden@gardere.com
Barry Golden, Esq.
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas TX 75201

Statement of Services: December 1, 2010 – December 15, 2010
Client: Quantec LLC
Invoice #: 1002

<u>Date</u>	<u>Description</u>	<u>Hours</u>
12/1/10	Review Proposed Order regarding Third Interim Fee Application of Chapter 11 Trustee. Receive and respond to e-mails from M. Robertson re approval of bulk transfer and results of hearing on Verisign emergency motion; teleconference with M. Robertson re same.	.8
12/2/10	Receive and respond to e-mails from J. Cox and J. Harbin re possible objections to receivership appointment, pending domain disputes and related matters. Receive and respond to e-mail from P. Loh re contested domains and paying monthly obligations, etc. Prepare e-mail to M. Shah re confirmation of settlement offer re ██████████.com. Receive and respond to e-mail from D. Hamilton re offer for ██████████.com. Prepare e-mail to receiver's counsel and J. Harbin re UDRPs involving ██████████.com and ██████████.com; respond to e-mail from J. Harbin re same. Receive and respond to e-mails from G. Nahitchevansky re UDRP involving ██████████.com; teleconference with G. Nahitchevansky re same.	2.8

Barry Golden, Esq.
 Page 2 of 4

- 12/3/10 Receive and respond to e-mail from J. Cox re █████.com and related issues. Receive and respond to e-mails from P. Wall and M. Robertson re domains listing "expired/deleted" status at registry level. Prepare Notice of Suspension of UDRP Proceeding for █████.com to WIPO case manager M. Mati. Receive and respond to e-mail from receiver counsel re various requested documents, post-receiver services, and related matters. Receive e-mail from S. Schwartz re alleged unauthorized used of █████.com. Review Stipulation by Chapter 11 Trustee and Powers Taylor. Receive and respond to e-mail from A. Folmer re office space tour. Receive and respond to e-mails from P. Loh re automatic withdrawals from accounts and meeting with J. Harbin. Receive and respond to e-mails from M. Robertson re expiring domains and related issues. 3.1
- 12/5/10 Receive and respond to e-mails from P. Wall re sale of domains on SEDO, November and December domain deletions lists, and related issues; teleconference with P. Wall re same. Receive and respond to e-mail from S. Chesnin re response to UDRP █████.com. Receive and respond to various e-mails from receiver's counsel re meeting with J. Harbin, requested documents/information, and related issues. Begin preparation of Quasar Services Assets, Liabilities & Revenue Stream summary in preparation of meeting with P. Loh and J. Harbin. Receive cease and desist demand re █████.com. 4.1
- 12/6/10 Receive e-mail from P. Wall re new action items. Receive e-mail from G. Nahitchevansky re proceeding with UDRP involving █████.com in light of S. Chesnin's response to the Complaint. Receive e-mail from H. Kopp re sale of █████.com. Finalize Quasar Services Assets, Liabilities & Revenue Stream summary. Attend meeting with P. Loh and J. Harbin in Carrollton, TX. Receive e-mail from T. Ponia, J. Cox and A. Salomon re various Choice Hotels domain disputes. Receive e-mail inquiry re sale of █████.com. Receive e-mail from E. Smith re parking increased portion of portfolio at SEDO. Receive e-mail inquiries for purchase of █████.com, █████.com, █████.com, █████.com, █████.com and █████.com. Teleconference with P. Wall re meeting with J. Harbin and P. Loh. Receive cease and desist demand re █████.com. 6.4

Barry Golden, Esq.
Page 3 of 4

- 12/7/10 Receive e-mail inquires for purchase of █████.com, █████.com, █████.com and █████.com. Receive and respond to e-mails from M. Robertson re additional sales inquiries. Receive and respond to e-mail from P. Loh re wiring money into living expense account for J. Baron. Teleconference with J. Cox re receivership, portfolio issues, and related matters. Review Baron Emergency Motion to Vacate Receivership Order. Review Order granting Motion for Emergency Consideration. Prepare e-mails to P. Loh re Carrollton lease space, and related issues. Receive and respond to multiple e-mails from M. Robertson and P. Wall re November deletions, "hard" auto-renew of names, and related matters. 1.8
- 12/8/10 Participate in teleconference with P. Vogel, B. Golden and D. Nelson re November deletions, and related matters. Teleconference with J. Cox re response to receiver's motion to clarify; review draft response re same. Begin preparation of comprehensive memo recommending select domains for deletion; send to D. Nelson for review/comment. Receive e-mails from B. Golden, D. Nelson and M. Robertson re cash flow projections for domain renewals, credit issues, and auto-renew process. 4.6
- 12/9/10 Receive and respond to e-mails from P. Wall re criteria used for culling domains for deletion, database reporting, access to █████.com account, itemized invoices and related matters; teleconference re same. .9
- 12/10/10 Teleconference with J. Cox re receivership, portfolio issues, and related matters. Receive and respond to e-mails from P. Loh and D. Nelson re verification of monetizer stats, cash flow/renewal fees projections, and utility payments. Prepare e-mail to J. Harbin re Fabulous.com registration agreements. Receive and respond to e-mails from M. Robertson re deletion of names. 1.4
- 12/13/10 Receive e-mail from Judge Ferguson courtroom deputy re hearing re-set and notice order resetting hearing. Review motion for emergency ruling on motion to stay pending appeal filed by Baron. Review response to motion to vacate or stay receivership pending appeal filed by Chapter 11 Trustee, including extensive exhibits. Receive notice from clerk re transcript availability from 11/17 and 9/30 hearings. Prepare consulting agreement and send to receiver's counsel for review and approval. .6

Barry Golden, Esq.
Page 4 of 4

- 12/14/10 Receive e-mails from M. Robertson re additional sales inquiries and access to Fabulous account. Receive and respond to e-mail from P. Loh re proportionate ownership of portfolio. Review multiple orders entered in Netsphere lawsuit. Teleconference with J. Cox re November deletions, and related matters. Receive e-mails from M. Robertson and D. Nelson re domains sold via NameJet. Receive e-mails from T. Jackson and B. Golden re issues involving management of domains. Receive e-mails from J. Blakley and B. Golden re revised engagement agreement and request for invoices. Prepare e-mail requesting traffic and revenue stats for names sold via SEDO; review stats report re same. 3.1
- 12/15/10 Receive and respond to e-mail from M. Robertson re clarification of hard auto-renew process. Receive and respond to e-mail from V. Samios re sale of [REDACTED].com. Receive e-mail from B. Golden re tender of documents. Review emergency motion for clarification filed by receiver and order granting same. Review receiver's report re Baron interference and supporting appendix. Receive multiple e-mails from M. Robertson, P. Loh and T. Jackson re unauthorized attempt to access domain names. 2.8

Total: 32.4

Amount Due: \$4,050.00

Martin K. Thomas

ATTORNEY AT LAW
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*We are a debt relief agency.
We help people file for bankruptcy
relief under the Bankruptcy Code*

MARTIN K. THOMAS

January 3, 2011

Honorable Royal Ferguson
U.S. District Judge
Northern District of Texas
1100 Commerce St.
Dallas, TX 75201

RE: Netsphere Inc et al v. Baron et al
Case No. 3:09-cv-00988-F (the "District Court Matter")

Dear Judge Ferguson,

As you may recall, I am counsel of record for Jeff Baron in the Ondova Bankruptcy pending in the Northern District of Texas. At the hearing before you in the Netsphere v. Baron matter on November 17, 2010, you asked that I visit with Mr. Baron and report back to you on his need for counsel in the Ondova Bankruptcy.

I have done that and this letter is my report to you. I am filing this as a letter to the Court to emphasize that I have not entered an appearance in the District Court Matter and that I am not intending to do so by filing this report.

The Ondova bankruptcy should have comparatively few matters remaining. I talked with Mr. Corky Sherman concerning winding up the bankruptcy and it seems clear, without limitation, that the remaining issues include:

1. Evaluating and objecting to claims;
2. After the claims evaluation, and based on the solvency of the estate, evaluating whether to convert the case to a chapter 7 liquidation or dismiss it after all creditors are paid in full;
3. Monitoring complete performance of all parties under the settlement agreement reached in the Ondova matter;

Honorable Royal Ferguson
January 3, 2011
page no. 2

4. Evaluating and responding to the various attorney fee disputes that have been filed in the Ondova matter;
5. Evaluating and, if appropriate, objecting to the fee applications filed or to be filed for various administrative expenses; and,
6. Defending the Show Cause Orders that have been issued to Mr. Baron.

Many of these issues fall within the direct purview of the chapter 11 trustee, Corky Sherman. However, it is common that creditors, principals of a debtor and parties in interest will participate in these matters and evaluate whether they have interests that are separate from the trustee's, whose obligation is to the entire creditor body and not just one entity. Certainly, Mr. Baron has actively participated in the Ondova bankruptcy and he would like to be allowed to at least evaluate his rights with the assistance of counsel.

One specific issue causes more concern than most. Considering the current relationship between the Receiver and Mr. Baron, it seems difficult to expect the Receiver to adequately defend Mr. Baron in regard to the Show Cause Orders. Perhaps the answer is that they be dismissed but if they are to be prosecuted, Mr. Baron would like to have counsel, preferably counsel of his choice.

I have visited with Mr. Baron and I believe that he and I could reach an agreement for me to represent him concerning most of the bankruptcy issues. However, I would want a specific agreement approved by court order delineating the scope of my responsibility and how and when I would be compensated.

One particular set of issues is beyond my prior representation and is not something I would care to handle. The attorney fee disputes and applications for administrative expenses were always excepted from my responsibility and I would not be willing to handle them in the future.

Very truly yours,

/s/ Martin K. Thomas

Martin K. Thomas