

Colloquy

84

1 relitigation, if you will, because Mr. Baron was not a party
2 to that adversary proceeding, although I think he certainly
3 had notice of it and an opportunity to intervene. But I'm
4 erring on the most conservative side that perhaps he has a
5 right to challenge this right to sale, even though I've
6 already given Mr. Sherman the right to sell after that Emke
7 adversary proceeding.

8 So that being the case, I'm entertaining evidence as
9 to -- competing evidence, if you will, as to ownership or
10 rights into that name. But having said that, I want to remind
11 everyone -- Mr. Cochell, I wish you would pay attention when
12 I'm talking --

13 MR. COCHELL: I am. I'm --

14 THE COURT: -- because this is mostly for your
15 benefit.

16 MR. COCHELL: Yes, Your Honor.

17 THE COURT: 363, I mentioned 363(h) earlier; really
18 363(f) is probably more germane than 363(h). It allows a
19 trustee to sell an asset that the bankruptcy estate has
20 ownership or rights in, even if those rights are subject to a
21 bona fide dispute.

22 So I want to be clear, even if Mr. Baron puts forth
23 much credible evidence that he has some sort of potential
24 interest in the name, the way I see it, 363(f) still permits
25 this Court to allow the sale of it. What I'm trying to get at

Colloquy

85

1 here is, is it beyond the pale -- is there just no chance that
2 Ondova has an interest? Is there some sort of evidence, that
3 none of us know about, that shows more than a bona fide
4 dispute here in favor of Mr. Baron -- it's just clear-cut that
5 he has the property interest? I'm giving you the benefit of
6 the doubt that maybe that evidence exists and it's never seen
7 the light of the courtroom. Okay?

8 So that's all we're going to hear evidence on. What
9 I'm hearing so far, it sounds like, Mr. Cochell, is the sole
10 argument with regard to ownership is Section 4 of the July
11 10th, 2009 settlement agreement. I'd like you to be candid;
12 is that solely what you're relying on, or is there going to be
13 more evidence than that? Because if that's solely what you're
14 relying on, I think what we've got here is, at best, a bona
15 fide dispute, where I can still authorize the sale of this
16 name under 363(f). Okay? You get what I'm saying?

17 MR. COCHELL: Yes, Your Honor. And I would agree
18 with you that there's probably a bona fide dispute. And with
19 respect to new evidence, we're hampered, in part, by the fact
20 that Mr. Baron has not had all of his documents, you know,
21 that relates back to those years. And so that would go to
22 your issue of whether there's overwhelming or such clear
23 evidence that would knock you off the judicial bench in shock
24 today. So I'm taking a bit of license here, but so it seems
25 to me that if it's understood that if we have evidence to come

Colloquy

86

1 back and challenge it, that we can do that at a later time
2 before the sale is consummated.

3 THE COURT: Well, you can't just say he hadn't had
4 access to documents and there might be documents; I need more
5 than that.

6 MR. COCHELL: Well --

7 THE COURT: This argument -- I've gone during the
8 lunch break --

9 MR. COCHELL: Yes, Your Honor.

10 THE COURT: -- and I've seen that Mr. Baron has had
11 lawyers making this argument, that he has a right to the name,
12 since at least November 4th, 2011. I'm looking at Fifth
13 Circuit briefing. Okay? And all they said back then was --
14 they talked about Section 4 of this agreement. So --

15 MR. COCHELL: Well, I would proffer to --

16 THE COURT: -- I need to know more than he hadn't had
17 access to documents and there might be documents there.

18 MR. COCHELL: I would proffer --

19 THE COURT: He knows his case better than anyone
20 else, so --

21 MR. COCHELL: I would proffer to the Court that he
22 was the original owner of Servers.com.

23 THE COURT: You know, I need evidence; I don't need a
24 lawyer standing up telling me that. I made it clear from the
25 beginning --

Colloquy

87

1 MR. COCHELL: Fair enough.

2 THE COURT: -- I need evidence. All right. So the
3 remaining witnesses the trustee intends to call are Mr. Baron
4 and Mr. Nelson?

5 MR. URBANIK: That's correct, Judge.

6 THE COURT: Is that it?

7 MR. URBANIK: Yes.

8 THE COURT: All right. What about on this side, so
9 we can decide time limitations?

10 MR. COCHELL: It's maybe Mr. Baron.

11 THE COURT: All right. Well, we're going to limit
12 Mr. Baron; I'm thinking one hour each. Anybody think that's
13 unfair?

14 MR. COCHELL: No.

15 THE COURT: Okay. So two hours in the aggregate, one
16 hour each. And then Mr. Nelson, I'm thinking a total of one
17 hour, thirty minutes, thirty minutes. Anyone think that's --

18 MR. URBANIK: At the most. At the most, Judge.

19 THE COURT: Does that sound reasonable or
20 unreasonable? Okay.

21 MR. COCHELL: It sounds fine, Your Honor.

22 THE COURT: So an hour in the aggregate. So we'll
23 go, at most, three more hours.

24 All right. Mr. Urbanik, are you ready to call Mr.
25 Baron?

Jeff Baron - Direct

88

1 MR. URBANIK: Yes, Your Honor.

2 THE COURT: All right. Mr. Baron, you have been
3 called to the witness stand, please.

4 (Witness sworn)

5 DIRECT EXAMINATION

6 BY MR. URBANIK:

7 Q. Mr. Baron, could you please state your full name for the
8 record?

9 A. It's Jeff Baron.

10 Q. Mr. Baron, prior to the appointment of Daniel Sherman as
11 Chapter 11 Trustee of Ondova, what was your position at
12 Ondova?

13 A. President, I believe; I believe that was the title.

14 Q. How long were you president?

15 A. I'd say, nine years, ten years, I guess, something
16 like -- I can't recall precisely.

17 Q. Okay. Nine or ten years?

18 A. That would be my best guess.

19 Q. Thank you. Mr. Baron, I'm going to zoom right in on the
20 issue raised in Mr. Cochell's pleading filed September 7th.
21 It says that you make a claim to the domain name -- and I'm
22 going to paraphrase -- because there's a security interest in
23 Servers.com reverting ownership to Baron and Emke in the event
24 that Servers, Inc. is placed under receivership. And then in
25 your response, you quote Section 4 of that agreement. Can you

Jeff Baron - Direct

89

1 explain what was the reason for dropping this provision in the
2 settlement agreement with Mike Emke?

3 A. You're talking about number 4, right?

4 Q. Yes, sir.

5 A. This has been many years ago, so I'm just going to give
6 you my best recollection. It's -- I -- I was a party to --
7 from my best recollection, again, I was a party to the
8 lawsuits, at least one of the lawsuits with Mike Emke, and I
9 had, you know, interests in -- in the domain name. So this
10 was just a way to, I guess, preserve my -- what I had
11 personally, my claims, or whatever, in the name. I would -- I
12 would best put it that way. I'm not articulating this very
13 well, but that's my best way to describe it.

14 Q. What consideration did Ondova get to give you this
15 reversionary interest?

16 A. I'm not sure exactly what you're asking, but if -- could
17 you ask it a little bit different way --

18 Q. Sure.

19 A. -- of what consideration that?

20 Q. By having Ondova agree to this, did Ondova receive any
21 consideration? In giving you, as president, this right, what
22 was given to Ondova?

23 A. I don't know -- again, that's kind of a multi question,
24 but I don't think it was as president. I had -- I had claims,
25 certainly, against Mr. Emke. There was claims going back and

Jeff Baron - Direct

90

1 forth regarding the domain name. I think I had a -- I guess
2 this was just part of -- part of the settlement that allowed
3 the -- allowed the -- allowed the case to settle. I had my
4 own -- my own interests, kind of apart from what Ondova had.

5 Q. Your own interests, okay. Let's go back. Who owns the
6 stock in Ondova?

7 A. I -- I know it's a trust. I can't recall. It's been so
8 many years, but I think, if you can refresh my memory, you
9 probably know better than I do at this point.

10 Q. Are you connected, in any way, to this trust that you're
11 saying owns Ondova?

12 A. Yes, of course.

13 Q. Are you a beneficiary of that trust?

14 A. Without seeing the documents, I don't recall. It's been
15 so long since I've looked at that, but probably; I just don't
16 recall.

17 Q. How long has Ondova been in existence?

18 A. Best I can recall, it was -- it's been thirt -- twelve,
19 thirteen years, something like that. It's been long, yeah.

20 Q. Who organized Ondova and brought it to -- created the
21 entity? Who created the entity?

22 A. I don't recall.

23 Q. It wasn't you?

24 A. I think -- again, this is just based on guessing of all
25 those years ago, I think it was -- I think there was a

Jeff Baron - Direct

91

1 different -- I think there was another person who organized it
2 and created it. But I'm -- I'm not recalling, off the top of
3 my head.

4 Q. How long have you been president of Ondova?

5 A. I think I just told you; it was something like ten or
6 more years that --

7 Q. Your testimony is you did not create the Ondova Limited
8 Company; that wasn't you?

9 A. No, my testimony was -- I just said it is the same as it
10 was a minute ago when you asked me. It's that I don't recall
11 how it was created exactly; that's a long time ago. But best
12 I can recall, it was organized and created by someone else,
13 but I don't recall.

14 Q. How long have you been employed by Ondova?

15 A. As long as I was president, so the same -- it would be
16 the same period of time.

17 Q. So you did not begin employment with Ondova when it was
18 first created?

19 A. I believe it was right after it was created, best I can
20 remember. It's been many --

21 Q. Is it going --

22 A. -- many years.

23 Q. Is it twelve or thirteen years and then you've been
24 working for Ondova for twelve or thirteen years?

25 A. As best I can remember, but I can't tell you for

Jeff Baron - Direct

92

1 certain -- with certainty.

2 Q. Okay. So there's a trust that owns the stock, and you're
3 somehow connected to that trust?

4 A. Yes.

5 Q. Is it the Belton Trust?

6 A. Sounds familiar. I don't -- it's been a long time since
7 I've looked at this stuff, but I don't -- don't remember.

8 Q. Who created the Belton Trust?

9 A. I don't recall that.

10 Q. Did you have anything to do with the creation of the
11 Belton Trust?

12 A. I think I was, again, the beneficiary of it, so probably,
13 but I don't -- don't recall.

14 Q. So you're the beneficiary; what all does the Belton Trust
15 own?

16 A. I can't recall.

17 Q. But you do believe it owns the stock of Ondova?

18 A. Now that you're asking me about it, I don't think it is
19 the Belton Trust, so I would have to rephrase my testimony; I
20 do not think the Belton Trust owns Ondova, but I -- I really
21 can't recall precisely, but I don't think so.

22 Q. Who else would have owned it if it wasn't the Belton
23 Trust? What are some of the other entity names that might own
24 Ondova stock?

25 A. Best I can recall, it was a trust, but I don't think it

Jeff Baron - Direct

93

1 was called Belton Trust, and I don't remember the name that it
2 was called.

3 Q. Are you involved in a lot of trusts?

4 A. There are a lot of trusts -- I don't know if you'd say a
5 lot, but there were trusts.

6 Q. Did you have anything with the creation of these trusts?

7 A. Can you tell me which trusts, if you're --

8 Q. The Belton Trust.

9 A. That doesn't have anything to do with Ondova, I don't
10 think, from what I recall, but I don't -- I don't recall what
11 happened with that trust or how it was set up.

12 Q. Mr. Baron, I don't have the bankruptcy schedules with me
13 here today, or the statement of financial affairs, but
14 would -- if I obtained them, and I showed you the Belton Trust
15 is who you've listed as owner of the Ondova stock, would that
16 make a difference in your testimony?

17 A. I'd like to ref -- if that would help me refresh my
18 memory, but best I can remember of that, Belton Trust didn't
19 have anything to do with owning Ondova, so --

20 Q. All right. Besides you as president of Ondova, who were
21 the other officers?

22 A. I think Mr. Nelson was an officer, and I can't recall if
23 there were others that got put in place at different times.

24 Q. How long was Mr. Nelson an officer?

25 A. It wasn't very long. I just -- I can't recall, though.

Jeff Baron - Direct

94

1 Q. All right. Who, initially, owned the domain name
2 Servers.com?

3 A. I believe I originally was the -- the first registrant,
4 best I can recall.

5 Q. How did Mike Emke claim an interest in the domain name?

6 A. My recollection is that he -- he had registered it before
7 -- before I did -- and again, it's a long time; I'm just
8 trying to remember -- he had registered it beforehand, and
9 Network Solutions and Verisign, I think, if I recall,
10 terminated his registration. And he didn't -- you know, he
11 didn't like the fact that his registration was terminated; he
12 wanted it back.

13 Q. Although you said you were the first owner, are you now
14 saying Mike Emke was the first owner of the domain name?

15 A. Well, when I said the first owner, I -- I mean between me
16 and Ondova. I wasn't the original owner forever and ever. I
17 don't know who that would have been, when the name was first
18 registered on the Internet. That would be --

19 Q. Mike Emke owned it before you or Ondova?

20 A. Best I can -- that was his claim. I don't know if it's
21 true or not, but that's what he claimed.

22 Q. How did Ondova get the name?

23 A. Best I can recall, I -- I let Ondova -- I let Ondova
24 register it, but I -- it's been a long time; I can't recall
25 exactly.

3 A. I -- I don't recall that. I --

6 A. Ondova certainly had claim to the domain name. I think
7 at that point we weren't saying that a company could own a
8 domain name, so I want just to be careful there. I think we
9 were just -- I think the position was that Ondova was a
10 registrant and not an owner of the domain name. But --

13 A. I would have been involved in that in some way.

16 A. Yes, it did.

18 A. The best I can recall, it was in a court in Nevada,
19 several courts in Texas. I -- that's all I can remember.

22 A. I don't -- don't recall. It was over many years; I just
23 don't recall what years.

24 Q. What years did Ondova become registrant of the domain
25 name?

2 Q. Okay. In connection with the litigation with Mike Emke,
3 were law firms employed?

5 Q. Okay. Who did Ondova hire to represent it?

6 A. I -- I can't recall. If you gave me some names, I could
7 probably refresh my memory and confirm it. I just don't
8 recall the names of the people.

9 Q. Did Ondova employ counsel to represent it in litigation?

10 | **A. Yes. Yes.**

11 Q. Who paid the legal fees for those lawyers?

12 A. Well, for -- best I can recall, it was Ondova paid some
13 and I paid some, but I don't -- I can't recall, with
14 specificity, which was which.

15 Q. So you're saying Ondova paid some and you paid some.
16 What --

17 A. Best I can recall.

18 Q. How much in legal fees did you pay?

19 A. I don't recall at all.

20 Q. If you were to pay legal fees, would you pay them out of
21 your own personal bank account?

22 A. It's possible, sure. It's possible.

23 Q. Well, where else would they come, if it wasn't from your
24 personal bank account?

25 A. I would say it could come from various ways. We had -- I

Jeff Baron - Direct

97

1 know a lot of litigation was funded through finance companies
2 that paid directly -- litigation costs directly from finance
3 companies, so it could have been them. I don't recall, but
4 litigation fees were paid from various sources, and that's why
5 I can't tell you that it was for sure out of -- which bank
6 account it would have been out of.

7 Q. What -- okay, if you were to -- if you've paid any legal
8 fees for Ondova to litigate against Mike Emke, what records
9 and documents do you have that show that you paid those legal
10 fees?

11 A. I -- as I sit here today, I can't recall.

12 Q. Do you have your own personal banking records, your
13 personal records, not Ondova's, but do you have your personal
14 banking records for a number of years?

15 A. Best I can recall, most of that was turned over to the
16 receiver in 2010. But best I can recall, most of my documents
17 are in the possession of Mr. Vogel, but --

18 Q. So you did not retain any personal banking documents when
19 Mr. Vogel was appointed?

20 A. That's not what I said. I said most of them -- best of
21 my recollection, most of the documents are with Mr. Vogel. I
22 probably have some. I know we gave some for the involuntary
23 proceeding.

24 Q. Okay. Did you keep copies?

25 A. Of the things that I gave to Mr. Vogel, I don't believe I

Jeff Baron - Direct

98

1 kept copies of that, but he may have given a copy to one of
2 the counsel that I had.

3 Q. Do you, in your possession now, have any bank records
4 that show that you funded Ondova's legal fees for its
5 litigation against Mike Emke?

6 A. I can't tell you if it's in my possession or not; I just
7 don't know, at this point.

8 Q. So you're not able to provide any detail on why some
9 reversionary interest went to you? You don't have any bank
10 records. You don't have the amounts. You don't have any
11 books and records that show that you have some personal stake
12 in this domain name, do you?

13 A. Well, I -- I wasn't prepared to be answering those kind
14 of questions or being that kind of documents to this -- this
15 proceeding. So I'm sure if I had the opportunity to do
16 discovery and have some due process, I would have that,
17 because I'm fairly certain it exists, but I don't have it here
18 today. I didn't bring it here. I didn't know that I needed
19 to bring that here.

20 Q. What about the fact that the motion was filed several
21 weeks ago? Didn't you begin preparing for today's hearing
22 then?

23 A. Well, I didn't think that we were -- this was an
24 ownership hearing, so I didn't think that's what -- that's
25 what was being heard here.

Jeff Baron - Direct

99

1 Q. Okay. Mr. Baron, I'm going to come back to gathering
2 those records. This security interest that was given to you
3 and Mike Emke, did you take any steps to get collateral or get
4 some security interest or, I'll use the word lien, on -- you
5 know, to enforce your right that's in paragraph 4? What steps
6 did you take to perfect or get a security interest in this
7 reversionary right?

8 A. I can't tell you at this point. My lawyers -- I don't
9 know what the lawyers did to do that. I can't -- I don't
10 recall.

11 Q. Has anyone ever told you that you do have some type of
12 security interest or lien --

13 A. Yes.

14 Q. -- in the domain name?

15 A. Yes.

16 Q. Who has told you that?

17 A. Well, that's attorney-client privilege information, so I
18 don't -- I

19 Q. A lawyer told you you have a security interest in the
20 name?

21 A. Yes.

22 Q. Which lawyer?

23 A. I think that's attorney- --

24 MR. COHELL: Objection

25 A. -- client privilege information, and I mean, I'm --

1 THE COURT: Sustained.

2 Q. What -- I'm not asking about anything that you had in any
3 discussions with your lawyer, but what is your understanding
4 of when or where or how this interest became perfected?

5 A. I think "perfected" is a legal term, and if you can
6 explain that; I don't know what that means, precisely, but
7 I've heard that term before. So can you explain what you mean
8 by "perfected"?

9 Q. Like filing a mortgage or a UCC statement.

10 A. I don't know if lawyers have done that for me. I
11 don't -- I just don't. I can't tell you at this time.

12 Q. Do you have evidence with you today that such a security
13 interest was every formally recorded anywhere?

14 A. I personally didn't bring anything with me, so I -- I
15 didn't know that's what it was going to be talked about today
16 and what I had to be -- I didn't know I was going to have to
17 be showing anything about ownership or security interests or
18 anything like that, so I didn't personally bring anything.

19 Q. Going back to this grant of the security interest to you,
20 Mr. Emke (sic), did you present this settlement agreement to
21 Ondova's board of directors before it was assigned?

22 A. Best I can recall, Ondova is a limited liability company,
23 so I don't -- I don't think it has a board of directors.

24 Q. So in 2009, there was no board overseeing Ondova?

25 A. I -- I can't recall with specificity, but I think the LLC

1 had a -- I just don't recall. I'm sorry, I can't recall what
2 the -- what the operating agreement had in it.

3 Q. Other --

4 A. But I know that the rules were followed very closely for
5 whatever the operating agreement had, because I -- I recall
6 that we were very careful about following those rules.

7 Q. Besides yourself, did anyone else in Ondova approve this
8 provision in the Emke settlement agreement?

9 A. I don't recall.

10 Q. Was there anyone else at Ondova that would even need to
11 approve this provision placed on the settlement agreement?

12 A. At that time, I can't recall who, if there was another
13 officer or anybody at Ondova, so I can't recall that.

14 Q. What were the total legal fees you spent fighting Mike
15 Emke in the litigation?

16 A. I can't recall that.

17 Q. Were those lawyers paid?

18 A. I'm fairly certain, I know, that they were paid. I just
19 can't recall how much.

20 Q. And you don't recall if you paid any of those lawyer
21 fees?

22 A. I'm fairly certain that I paid some; I don't recall how
23 much.

24 Q. Okay. Mr. Baron, were you aware that Mr. Sherman and Mr.
25 Emke were involved in a litigation, in 2011, over this domain

1 name?

2 A. I was aware that they had some -- something going on. I
3 don't remember the dates, but I know that they had something
4 going on between -- I guess some kind of issue. I don't
5 remember the dates though.

6 Q. Would you say you became aware that the suit was filed
7 against Emke sometime during 2011?

8 A. I don't know that there was a suit. I know that there
9 was some kind of -- some kind of dispute, but I don't know
10 what the -- I'm sorry; I don't remember the dates and what --
11 what kind of -- I don't remember that it was a suit; I know it
12 was a dispute.

13 Q. I used a sort of imprecise term. Do you know what an
14 adversary proceeding is?

15 A. I've heard the term a bit.

16 Q. Okay. So let me use that term. Did you know that Mr.
17 Sherman had brought an adversary proceeding against Mr. Emke?

18 A. I can't recall if that's what -- what happened, or if it
19 was a -- my understanding was there was some kind of sanction
20 against Emke and the receivership that was -- that was put
21 over him. Now, I don't know that there was ever a -- like, a
22 trial and all that stuff, or an adversary trial or whatever
23 that is.

24 Q. Mr. Baron, were you aware of the motion that Mr. Sherman
25 filed in 2011 to sell the domain name?

1 A. Is that the one that's on appeal? I -- if you could
2 refresh my memory, I can try to help with that. I can't
3 recall the dates or any of that kind of stuff.

4 Q. I'm just asking generally, were you aware Mr. Sherman
5 filed a motion to sell the name?

6 A. In general, I know that he filed something regarding the
7 name that -- that we appealed. And I don't know if it was to
8 sell or if it was to distribute between -- I think it was.

9 Q. So you're aware of an appeal?

10 A. Yes, I'm aware of the appeal.

11 Q. Of an order to sell the name?

12 A. I think that's what it was, but I'm -- if you could
13 refresh my memory with the document that would be helpful,
14 but --

15 Q. Did you instruct Gary Schepps to file an appeal on the
16 Court's order?

17 A. I think that's attorney-client --

18 MR. COCHELL: Objection.

19 A. -- privileged.

20 MR. COCHELL: Objection. It's privileged, Your
21 Honor.

22 THE COURT: Overruled.

23 A. I don't believe I instructed him to do that, but I don't
24 recall, but I don't think so.

25 Q. You did not instruct Gary Schepps to appeal --

- 1 A. I don't --
- 2 Q. -- Judge Jernigan's order?
- 3 A. -- I don't recall, is the real -- the real answer.
- 4 Q. Do you know that there is an appeal pending?
- 5 A. Yes.
- 6 Q. And you don't know who brought the appeal for you?
- 7 A. I'm fairly certain that Gary Schepps brought the appeal.
- 8 Q. Did he do it at your instruction?
- 9 A. I don't recall.
- 10 Q. Did he do it on his own?
- 11 A. I don't recall if we discussed it before it was appealed.
- 12 Q. Did you file an objection to Mr. Sherman's sale motion?
- 13 A. The one that just got filed a couple days ago?
- 14 Q. No, back in 2011, did you file an objection to the sale
- 15 motion?
- 16 A. The best I can recall, and this is, again, just based on
- 17 my recollection, is that my lawyer at the time was prohibited
- 18 from filing an objection because he was told that he could not
- 19 file objections in the bankruptcy court and he was prohibited
- 20 from making any objections on my behalf. And I think, if I
- 21 recall correctly, that Peter Loh had filed some kind of
- 22 nominal objection for it. The best -- that's the best I can
- 23 recall.
- 24 Q. Who told you could not file objections in the bankruptcy
- 25 court?

1 A. That's attorney-client privileged. Okay, it's Mr. Thomas
2 told me that he could not file objections nor speak nor do
3 really anything on my behalf in the bankruptcy court. He was
4 told that -- he told me that he was instructed that he could
5 not essentially represent me in the bankruptcy court.

6 Q. And --

7 A. In any proceeding in the bankruptcy court.

8 Q. -- did you -- I mean, who advised Mr. Thomas of that,
9 Mr. Baron?

10 A. My understanding is that it was a combination of Judge
11 Jernigan, Receiver Vogel, and either you or your client,
12 Mr. Sherman. But I can't recall precisely what he -- that's
13 the best I can recall.

14 Q. Did --

15 A. I think it was a concerted agreement -- some kind of --
16 best I can tell by reading, it was some kind of concerted
17 protocol of some sort. But --

18 Q. Well, let me find out more about that. Where was this
19 protocol entered at? Was it in an order? Was it in a letter?
20 Because I've never seen it and I don't know what you're
21 talking about, so please explain what it is?

22 A. I'm not certain, but I know he talked about that, and I
23 believe I remember reading a transcript where you and
24 Mr. Thomas and the judge were discussing something about the
25 protocol. But as I sit here today, I can't recall when that

1 was. But it may have been at the hearing that you're talking
2 about on the -- for the servers.com sale. But I think you
3 were part of that discussion, if I recall right.

4 Q. Were you in the courtroom?

5 A. No, I was not in the courtroom.

6 Q. So your position is Martin Thomas could not object to the
7 sale because of some agreement between the judge and the
8 lawyers?

9 A. My understanding --

10 Q. To the motion -- the motion because of some agreement
11 between the judge and the lawyers?

12 A. My understanding is that Mr. Thomas was directed that he
13 couldn't make any kind of objections on my behalf and he
14 couldn't represent me, and that I was forbidden from making
15 objections on my own behalf, because Mr. Vogel was the
16 receiver, apparently, that held all of my rights. And the
17 position that Judge Jernigan, that your client, you and
18 Mr. Vogel took were that I had no rights whatsoever to object
19 or do anything to represent my rights in the bankruptcy court,
20 that only Mr. Vogel held my rights, and he was the only person
21 that could -- that could do anything on my behalf. So I was
22 forbidden one hundred percent from exercising my rights.

23 Q. And tell me again, where is this all documented? Do you
24 know?

25 A. Like I said, I believe there's some transcripts that have

1 some of that in it. And certainly, Mr. Thomas told me that
2 fact. And I know Mr. Vogel, on many instances, has expressed
3 his view that he held all of my rights to any kind of legal
4 proceedings. In fact, I think motions for contempt and so
5 forth were filed against Gary Schepps for purportedly trying
6 to exercise my rights when people -- I think it was either
7 your client or Mr. Vogel had said that no -- that I was not
8 allowed to present -- protect and represent my rights, and
9 only Mr. Vogel could do that.

10 Q. Do you have any evidence of any of this today with you?
11 Do you have Mr. Vogel, Mr. Thomas with you today to put any
12 evidence on that this is true at all, or just a figment of
13 your imagination?

14 A. It's certainly not a figment of my imagination. I can
15 assure you that.

16 Q. Then what evidence do you have Mr. -- what evidence do
17 you have Mr. Baron, with you today --

18 A. Oh, I don't have anything with me.

19 Q. You have no evidence with you today --

20 A. Unless my lawyer has it. But it's in the court
21 transcripts and it's in --

22 Q. In which date was that --

23 A. -- the records.

24 Q. -- in which date did that occur?

25 A. I can't tell you off the top of my head.

1 Q. You have no evidence today that you were prohibited from
2 objecting to those sale motions, do you?

3 A. It was in court transcripts that were in this court.

4 Q. Do you have the transcripts with you?

5 A. I don't have them in my pocket. My lawyer may have them.

6 Q. Do you have any evidence, yes or no?

7 A. I think what I'm telling you is evidence. But I'm -- I
8 think it is.

9 Q. No it's not. Do you have any evi --

10 THE COURT: Okay. Let's move on.

11 Q. Okay, Mr. Baron. So even though you didn't object, you
12 instructed Gary Schepps to file appeals of the judge's sale
13 order. Is that correct?

14 A. I answered that question before. I don't recall
15 specifically instructing Mr. Schepps to do that, but I believe
16 it was appealed.

17 Q. So you don't recall telling Gary Schepps to file an
18 appeal on your behalf?

19 A. That's correct.

20 Q. Does Mr. Schepps still represent you?

21 A. No, I don't believe he does.

22 Q. Okay. The agreement that we've been talked about was
23 right before the Ondova bankruptcy case, wasn't it?

24 A. It was July 9th, 2009, so it was before the bankruptcy --
25 Ondova bankruptcy.

1 Q. Was Ondova, you know, solvent on that date? Was it
2 operating and paying its debts as they came due?

3 A. I believe so. That was right around the date that Judge
4 Furgeson diverted a hundred percent of the revenue from Ondova
5 to the lawyers in the case, so I don't recall if that was
6 before this date or after that date. So I'm sorry, I can't
7 answer that without seeing other documents.

8 Q. Well, on the date that Ondova filed, there were clearly
9 some unpaid claims, including claims of lawyers and some
10 lawsuits against Ondova by some businesses like University of
11 Texas and Grupo Andrea. Did Ondova have the necessary funds
12 to pay all of its claims and resolve those lawsuits?

13 A. I think Ondova certainly did have plenty of funds to deal
14 with those issues. The only thing that prevented it from --
15 or would have prevented it from doing that was Judge
16 Furgeson's -- Judge Furgeson's order. And then I'm not sure
17 what date that was. So that would be the only thing that
18 would have stood in the way of that.

19 Q. How much cash did Ondova have on the date of the
20 agreement with Mike Emke?

21 A. I can't recall that.

22 Q. All right. So why was -- why were there proceedings
23 before Judge Furgeson?

24 A. Well, I think you're familiar with that. That's -- that
25 was the --

Jeff Baron - Direct

110

1 Q. Just for the record, just so we can instruct the --

2 A. Oh. That was the --

3 Q. -- testify about what was going on?

4 A. -- that was the dispute with Netsphere and Munish Krishan
5 and Manila Industries and that whole -- that whole thing.

6 Q. Why did Netsphere commence a litigation in Judge
7 Furgeson's court against you and Ondova?

8 A. That was over the ongoing dispute that was over money
9 that we claimed that Munish Krishan embezzled and claims about
10 domain name ownership and the whole mess that that whole --
11 whole -- do you want me to explain everything about it? I
12 mean, it's -- as you know, it's very convoluted.

13 Q. Did their suit initiate as a result of your failure to
14 comply with an April 2009 settlement agreement?

15 A. No. I think that was certainly their allegation, but
16 that was an allegation that they had.

17 Q. And how long had you been litigating with Netsphere at
18 that time in 2009?

19 A. I think the litigation started in 2006, so --

20 Q. Okay. So in the summer of 2009, is it your testimony
21 that Ondova had plenty of funds to pay all of its creditors in
22 full and settle its litigation with Netsphere, University of
23 Texas, Grupo Andrea, Southern Companies, and all the other
24 parties that asserted claims against Ondova?

25 A. I don't think most of those people that you just

1 mentioned had claims before you and your -- Mr. Sherman took
2 over Ondova. But I think before Judge Furgeson made his, you
3 know, his order diverting funds, it had plenty of -- plenty of
4 funds.

5 Q. So you were not in litigation with the University of
6 Texas on the petition date?

7 A. I think that -- I think that was there in the petition
8 date. I said not all of those ones that you had mentioned.
9 That's all.

10 Q. How about Grupo Andrea?

11 A. I don't believe there was litigation with Ondova on the
12 petition date, I don't think. But I can't recall as I sit
13 here today. I don't think so.

14 Q. Didn't they file your -- file suit against your privacy
15 service prior to the Ondova petition date?

16 A. I don't believe so.

17 Q. They didn't have a suit pending against TIPA or the other
18 companies that Joey Dauben ran for you?

19 A. I believe you're making statements that I don't agree
20 with. So do you want me to --

21 Q. So there was no -- you had never heard of Grupo Andrea
22 before this issue was --

23 A. I've heard -- I've heard of that, yes.

24 Q. Okay. When did you first hear of Grupo Andrea, then?

25 A. They had a -- they had a -- they did have a claim against

Jeff Baron - Direct

112

1 a domain name. And I don't believe that was an Ondova domain
2 name, but I can't remember, going back this far. I don't
3 think it was owned by Ondova. But I don't recall.

4 Q. Didn't they take your Rule 2004 examination right after
5 the case was filed, because they had claims against Ondova or
6 its privacy business, and they wanted your 2004 examination?

7 A. Now that you just mentioned that, I remember them taking
8 a 2004, but I don't remember what the -- if they had claims at
9 that point, or -- I don't recall. But now I remember what you
10 just told me about that 2004 that they -- they did --

11 Q. All right--

12 A. -- question me.

13 Q. -- so we now know that on the petition date you had --
14 right when this settlement was -- the same time, you had
15 litigation with Netsphere, litigation with University of
16 Texas, some litigation with Grupo Andrea. How about Liberty
17 Media Company? Had they already sued you or one of your
18 privacy companies before the Ondova petition date?

19 A. I don't remember --

20 Q. You don't --

21 A. -- that at all.

22 Q. How about Southern Companies or Harbinger Company; did
23 they have claims against Ondova around the petition date?

24 A. I don't believe so.

25 Q. You don't believe so? How about your privacy companies?

Jeff Baron - Direct

113

1 A. Can you be specific, because I don't -- if you're
2 referring to TIPA, I don't call that my privacy company, so I
3 don't --

4 Q. Okay. Did Ondova use privacy companies?

5 A. I don't recall if it was Ondova that had the privacy
6 company or if it was the registrant's at the time. This has
7 been many years ago. But there was a privacy-type -- I guess
8 you'd call it that.

9 Q. Okay. When you say registrant's, do you mean the trust
10 that held the domain names?

11 A. It was, I think, back then, a company called Simple
12 Solutions.

13 Q. Um-hum.

14 A. And Blue Horizons.

15 Q. So do you know who Joey Dauben is?

16 A. Yes.

17 Q. Okay. Did you have any connection with him?

18 A. I knew who he was, or who he is.

19 Q. Did he run -- did he run privacy companies?

20 A. I don't know if you would -- if you would call his
21 company a privacy company or what you would call it. But he
22 had a company that was dealing with domain names. I don't
23 know if you would call it a privacy company or not.

24 Q. Would --

25 A. I don't think he would.

1 Q. So I'm trying to understand the financial picture of
2 Ondova in the summer of 2009 and whether it could pay debts as
3 they come due.

4 A. Um-hum.

5 Q. So it's your testimony that there were some large claims,
6 University of Texas, Grupo Andrea, Netsphere, obviously Mike
7 Emke. But you're a little hazy on those other companies I
8 mentioned: Liberty Media, Harbinger, and Southern Companies?

9 A. I don't think Grupo Andrea had a claim against Ondova. I
10 don't recall that at all.

11 Q. When they took your 2004 examination, why did they do
12 that?

13 A. The best I can recall is John and Pete had been trying to
14 convince Grupo Andrea to make a claim against me and against
15 Ondova and convinced them to start, you know, trying to ask
16 questions and trying to find a way to make a claim. But I
17 don't think that -- the best I can recall, they didn't have a
18 claim at that point. But I don't -- again, I don't remember
19 back that far.

20 Q. Which -- was that related to the domain name "Grupo.com"?

21 A. No, I don't think so.

22 Q. What name was it related to?

23 A. I think that was Andrea -- Andrea.com.

24 Q. Who was the registrant of that domain name?

25 A. I don't -- don't recall which one it was. I don't -

1 can't recall that.

2 Q. Did it have any connection to you, the Village Trust,
3 Quantec, Novo Point, or Ondova?

4 A. I think it was one of the companies that I can recall
5 that was owned by Simple Solutions or Blue Horizons. And then
6 there was also a claim that I believe one of Joey Dauben's
7 companies, or him, something like that claim -- they -- I
8 think they claimed that they also had an ownership interest in
9 it.

10 Q. Well, then why did they want your examination --

11 MR. URBANIK: I'll strike that question, Judge.
12 Sorry.

13 Q. Mr. Baron, your lawyer mentioned earlier that a name,
14 server.com, sold for 900,000 dollars. When did that sale
15 occur?

16 A. I'm trying to recall. I think it was -- Mr. Sherman gave
17 me a copy of the -- I'm sure he did -- Mr. Sherman gave me a
18 copy of a printout of a server -- of a sale site where it
19 showed server.com sold for 900,000. I think that was in 2009
20 when he gave me a copy of that sheet. But I don't remember
21 the date of the sale.

22 Q. Okay. And you're sure it's that amount that you're
23 saying is 900,000 dollars. Is that what your testimony is?

24 A. I'm fairly certain it was, but I can't tell you a hundred
25 percent. I would say that there's a ninety-nine percent

1 certainty that it was between 900,000 and a million. But I
2 can't tell you with a hundred percent.

3 Q. Do you still have that document?

4 A. It's very easy to find on the Internet. I could find it
5 in a few seconds.

6 Q. Okay. So you're ninety-nine percent sure about that.

7 Okay.

8 Mr. Baron, are you aware that on Ondova -- the Ondova
9 estate has a right to seek the recovery of any fraudulent
10 transfers of its property during the two-year period prior to
11 the filing of a bankruptcy case. Were you aware of that?

12 A. Not what you're saying in particular.

13 Q. So --

14 A. I believe you if you tell me.

15 Q. So if the Bankruptcy Code had a provision that said that
16 your transfer -- the Emke -- transfer of the domain name to
17 you and Mr. Emke personally could be avoided under bankruptcy
18 law, would you have any defenses to that? How would you
19 respond to that or fight that kind of case?

20 A. It sounds like something that a lawyer would do, not that
21 I can do right now talking to you.

22 Q. Were you aware that bankruptcy law does allow a trustee
23 to recover fraudulent transfers that occurred during the two-
24 year period prior to a filing?

25 A. I don't believe I can say yes to that. I --

Jeff Baron - Direct

117

1 Q. Okay. You testified earlier that Martin Thomas would not
2 represent you in here. What steps did you take to correct
3 that situation?

4 A. This is attorney-client --

5 MR. COCHELL: Well, Your Honor, at some point when I
6 substituted in for Mr. Baron, I did make a record, read
7 several e-mails to Judge Furgeson between Mr. Thomas and my
8 client. That showed --

9 THE COURT: Okay. I -- this is your opportunity to
10 make an objection. Do you have an objection to the question?

11 MR. COCHELL: We'll object to any discussions between
12 my client and lawyers about what steps to take. I think the
13 relevant question is what steps, if any, did he take.

14 Q. Did you take any steps to --

15 THE COURT: Okay, just a moment.

16 MR. URBANIK: I'm sorry.

17 THE COURT: I overrule that objection. You didn't
18 ask for an out of -- or a communication between him and his
19 lawyer as I understood the question. All right, proceed.

20 Q. What steps did you take to correct the situation
21 describing Martin Thomas, where he could not come into court
22 and represent you?

23 A. Well, first of all, my understanding is that it was a
24 ruling from the court and that I was not permitted to take any
25 steps. But I did -- I certainly asked Mr. Thomas to do

1 things. Asked and asked and asked, many times.

2 Q. And he would not take any steps to represent you in the
3 bankruptcy court?

4 A. My understanding is that he did not and would not. He
5 believed that he was ordered or instructed or whatever not to,
6 and that no matter what I said, he couldn't do it, because
7 that was his -- his marching orders.

8 Q. So even though you did not object to the sale motion, you
9 did not intervene in the Emke case, you felt it was
10 appropriate to appeal Judge Jernigan without getting the stay
11 lifted to assert some reversionary new claim in the domain
12 name. Is that what you're saying you did, without getting the
13 stay lifted in Ondova, you --

14 A. You just said about five or eight things, and I can't --
15 if you can break them up into pieces, I'd be happy to --

16 Q. Why didn't you seek relief from the stay to protect your
17 interest in the domain name in the Ondova case? Ondova was a
18 Chapter 11 debtor.

19 A. Can you ask me that again? I just can't --

20 Q. What steps did you take -- you or your lawyer -- to
21 protect your interest in this domain name that you say arose
22 when the receivership was created?

23 A. What steps did I take? Oh, I certainly -- you know,
24 again this is attorney-client privilege, but --

25 Q. What steps -- I'm not asking what you discussed with your

1 lawyer.

2 A. Oh.

3 Q. What steps did you take?

4 A. Well, these would be things that I would have discussed
5 with my lawyer to do.

6 Q. You didn't do anything in the Ondova case, did you?

7 A. Did I do anything? I don't know what you mean.

8 Q. You did nothing in this case to make a claim for this
9 reversionary interest in servers.com, did you?

10 A. My understanding is that -- that Mr. Schepps, number one,
11 filed some kind of motion asking for legal fees or something
12 like that, to object to the servers.com sale. I recall
13 reading something like that that Mr. Schepps did. I know that
14 we filed an appeal. And I believe that -- I know I did speak
15 with Mr. Thomas -- again, I don't know if I can go into the
16 details about my discussions with Mr. Thomas or other lawyers
17 about what I'd asked them to do about it. But my
18 understanding was that I personally was prohibited from doing
19 it.

20 Q. Can you show me this motion Mr. Schepps filed to take
21 steps in the -- regarding servers.com? That's July 1st
22 through December 31, 2011. And there's no such pleading from
23 Mr. Schepps in there.

24 A. Okay. Well, you just handed me 739 or so -- maybe it's
25 less than that -- but a lot of docket entries. I can --

1 Q. Well, if you have the pleading. Do you have the pleading
2 you say Mr. Schepps filed for you to protect your interest in
3 this domain?

4 A. I don't have it with me, but I recall that it's -- number
5 one, I believe there was something that he filed in the Fifth
6 Circuit Court of Appeals, requesting some kind of money or
7 stay --

8 Q. That's not my question.

9 A. -- based on servers.com.

10 Q. My question is -- Mr. Baron, what did he do in this case,
11 to preserve this so-called interest in the domain name?

12 A. I think I'm describing what he's tried to do to do that.

13 Q. What'd he do in this case?

14 A. Well --

15 Q. If he filed something in this case, can you find it for
16 me in the docket?

17 A. I can look through the docket. But I can tell you that
18 when I was in the receivership, I don't believe that -- I
19 believe that my lawyer was told that he could not file
20 anything, so I doubt I will find anything, because he was
21 instructed and I was under the understanding that I was
22 prohibited, my lawyer was prohibited from filing anything in
23 the case. So I can look through this. But I wouldn't be
24 surprised if there wasn't anything.

25 Q. So you don't have any evidence to show that he filed

1 something in this case to preserve your claim against the
2 domain name, do you?

3 A. I think there is evidence that he's filed things.

4 Q. But you don't know which day, what it's called?

5 A. As I sit here today, there is -- you know, I think, about
6 2- or 3,000 docket entries in all the cases. And I can't
7 remember all that stuff in my head. But I believe it -- I do
8 recall reading a pleading that was filed regarding it.

9 Q. So you directed Gary Schepps to file a pleading in this
10 bankruptcy case to protect your interest in servers.com. Is
11 that your testimony? A hundred percent? You're sure --

12 A. No, I'm not sure that I dir -- no, I can't say that. But
13 I know that Mr. Thomas -- I'm fairly certain that I discussed
14 that with Mr. Thomas about doing that. And my -- his
15 explanations to me always about -- any time I asked him to do
16 anything in the court was that he was instructed that he
17 couldn't do so --

18 Q. And you took --

19 A. -- so I should not even bother him about that kind of
20 thing.

21 Q. -- and you took no steps to terminate Mr. Thomas, did
22 you?

23 A. I believe he was replaced by Mr. Cochell.

24 Q. At whose request?

25 A. Best I can recall is that Judge Furgeson entered an

1 order, where he -- he ordered me to find counsel to deal with
2 issues in the bankruptcy case, and I found Mr. Cochell
3 pursuant to that order that Judge Furgeson issued, as best I
4 can remember about that.

5 Q. But it took a while for that to happen, you didn't do it
6 during 2011, did you? You didn't take any steps to replace
7 Mr. Thomas, did you?

8 A. Well, the order that was given to me by Judge Furgeson
9 and Mr. Vogel was that I was prohibited from hiring counsel,
10 so --

11 Q. Then why did you hire Mr. Cochell?

12 A. Judge Furgeson, I believe, ordered me to hire Steve
13 Cochell.

14 Q. After Mr. Cochell filed a motion to be employed, right,
15 at your request?

16 A. No, I believe it was before that, yes.

17 Q. You're saying Cochell showed up out of thin air and filed
18 a motion to represent you, you didn't visit with him first?

19 A. That's not what I'm saying at all.

20 Q. How did Mr. Cochell become employed?

21 A. I think I answered that. But Judge Furgeson issued an
22 order I believe and he ordered that I had to find counsel to
23 represent me in issues in this bankruptcy court, this is
24 years -- I think it was about two years after the receivership
25 was put over me. And then I found Steve Cochell after Judge

1 Furgeson ordered me to find counsel.

2 Q. Gary Schepps represented you in the receivership, why
3 didn't Gary Schepps go to Judge Furgeson sooner?

4 A. I -- I'm not Gary Schepps I can't --

5 Q. Wasn't he your attorney?

6 A. He was my attorney in the appeal at that time.

7 Q. You didn't ask to replace Mr. Thomas, did you?

8 A. This is attorney-client, I'll ask my counsel if I should
9 answer this.

10 Q. I'm asking a fact, I'm not asking about any attorney-
11 client privilege discussions, you did not have Mr. Thomas
12 replaced sooner because you didn't take any steps to do that,
13 did you?

14 A. Mr. Schepps may have done that, I'm not aware of if he
15 did or if he didn't, but it wouldn't surprise me if he did
16 take steps to try to have that done. That would not surprise
17 me if Mr. Schepps did.

18 Q. Nothing occurred to have Martin Thomas replaced, did it?

19 A. I think I've answered that, and that Steve Cochell -- my
20 understanding is that Steve Cochell took his place.

21 THE COURT: All right, stop, stop. You've got
22 fifteen minutes left.

23 MR. URBANIK: Okay.

24 THE COURT: Let's move on to a different topic.

25 MR. URBANIK: I understand, Judge, I'm sorry.

1 Q. Mr. Baron, what is your view of the value of this domain
2 name?

3 A. I haven't take the time to look at that, I didn't think
4 that's what we were going to be talking about today, so I
5 haven't taken the time to analyze that at all.

6 Q. What are your specific concerns over allowing the trustee
7 to market it in national publications and -- and, you know,
8 for the Internet and for the technology industry?

9 A. As I sit here today I haven't thought about that. I
10 didn't -- wasn't prepared to be answering that kind of
11 questions. But just something I can mention, just off the top
12 of my head, is that, you know, based on the kind of -- what I
13 would call a sham that was done in the auction procedures that
14 Mr. Sherman and Mr. Vogel held last year at the end of
15 November, which was an absolute sham in my opinion, that if
16 the same type of things are done in this proceeding that it
17 will end up in a -- it will be another sham sale with a very
18 low value.

19 Q. What's your --

20 A. So, specifically, it's the way that you and your client
21 and Mr. Vogel advertised the name, did not bring in --

22 MR. URBANIK: Objection. Objection. Nonresponsive.

23 THE COURT: Overruled.

24 A. The way that you advertised the domain name did not bring
25 in qualified buyers, and it was, in my opinion, designed to

Jeff Baron - Direct

125

1 have a very low sale amount. And it resulted in a very low
2 sale amount. So that's a big problem the way that this -- you
3 and your client advertised the domain name, it does not bring
4 in the value.

5 Q. Are you aware that we've been trying to sell the domain
6 name for two years?

7 A. What you told the Court today, I believe, is that you
8 tried to sell it through Sedo?

9 Q. Yes.

10 A. Okay.

11 Q. And we did not get any offers over 200,000 dollars, were
12 you aware of that?

13 A. I recall you saying that, I don't know if it's true or
14 not, but I remember you saying that.

15 Q. I see. Do you have a buyer that will pay over 300 -- do
16 you know a buyer that will pay over 330,000 dollars for the
17 domain name?

18 A. As I sit here today I can't -- I don't -- I haven't been
19 out trying to find buyers for servers.com, so I wouldn't have
20 one.

21 MR. URBANIK: Your Honor, I'll pass the witness.

22 THE COURT: All right. You've left yourself four
23 minutes.

24 MR. URBANIK: Thank you, Judge.

25 THE COURT: All right, Mr. Cochell, reexamination?

1 MR. COCHELL: Yes, Your Honor.

2 CROSS-EXAMINATION

3 BY MR. COCHELL:

4 Q. Mr. Baron, do you remember the hearing where I was
5 appointed as your attorney to substitute in for Mr. Thomas?

6 A. I remember it occurring, I don't think I was there at
7 that hearing, I don't -- maybe you can refresh my memory. Was
8 I there? Okay.

9 Q. Okay. All right. Do you remember --

10 MR. COCHELL: Your Honor, I'll just ask -- I don't
11 have a copy of it, but it's a matter of record, and I believe
12 it's publicly available on PACER, but the transcript of the
13 September 27th, 2012 hearing with Judge Furgeson will have an
14 excerpt setting out the times and dates of e-mail exchanges
15 between Mr. Baron and Mr. Thomas.

16 THE COURT: Okay, you don't have a copy?

17 MR. COCHELL: I don't have a copy with me.

18 THE COURT: I don't have it up on my screen.

19 MR. COCHELL: I'm sorry.

20 THE COURT: I don't have -- you can --

21 MR. COCHELL: We can access it and send it to you
22 later today.

23 THE COURT: You can access and send it to me before
24 the end of the day.

25 MR. COCHELL: Yes, Your Honor, thank you. All right,

1 and we'll just skip that testimony.

2 Q. Did -- what specifically did you do to try and recover
3 records in the receivership after you -- you provided a bunch
4 of records to Mr. Vogel, right?

5 A. Yes.

6 Q. Did you ever make requests for Mr. Vogel to have access
7 to his records?

8 A. I believe counsel did make those requests.

9 Q. Okay. And who would have those records if any were
10 provided?

11 A. It would be probably Mr. Stromberg.

12 Q. How about Mr. Schepps?

13 A. Mr. Schepps, he may have some.

14 Q. Okay. And -- you mentioned earlier, I believe, that Mr.
15 Schepps had received probably a copy of some of the records
16 that you got in receiverships, do you recall that?

17 A. I think he probably did.

18 Q. Okay. And did you make a -- or did you or me, on your
19 behalf, make a request for Mr. Schepps to obtain a copy of
20 those records?

21 A. I believe so.

22 Q. And what was his response?

23 A. I believe he denied or declined to provide those, I
24 believe.

25 Q. In fact, he took the position that you owed him money

1 and, therefore, he wouldn't give you records.

2 A. It sounds -- that sounds right.

3 Q. Okay. With respect to Mr. Schepps, did -- let me just
4 redirect on something else. With respect to auction
5 procedures what is it that was deficient about the auction
6 procedures and the sale of the domain names as to the time and
7 place of the auction and access to information?

8 A. Actually, there was just so much, and I haven't really
9 thought about this. Again, as I explained to Mr. Urbanik I
10 haven't prepared for all this, but off the top of my head
11 there was just so many things wrong with it.

12 The auction was held in a lawyer's office, number one,
13 and that very much chills bids from people that want to come
14 and -- number one, come to the auction, but, number two, I
15 believe the requirement was that the potential bidders had to
16 fly to Dallas to come look at information that they would have
17 to do their due diligence on, so they would have to actually
18 fly -- a lot of these potential buyers are outside the United
19 States, so they'd have to fly to Dallas in a very short period
20 of time, review documents, and the documents in this -- in the
21 domain name industry the only real way to analyze documents is
22 electronically, you just can't analyze paper documents because
23 they're just too voluminous, you can't really put those
24 through a computer model, and you just cant. And my
25 understanding that the only form that these documents were

1 being provided in was paper format, so potential buyer would
2 have to come fly to Dallas, bring, I guess, a team of people
3 in to go pour through, you know, thousands and thousands of
4 paper documents, which is just not practical. It's, in
5 effect, no buyer would do that unless they knew that they
6 could buy it for a very few cents on the dollar, and take a
7 very big gamble they'd be getting something that they were
8 taking a big huge risk on.

9 And the other thing was that the receiver in that
10 proceeding, I believe, required a very substantial down
11 payment or deposit before they were even allowed to come and
12 fly to Dallas to look at the documents to see if it was
13 something they were interested in. So that was a big problem.
14 You know, like I said having -- holding -- having an auction
15 in a lawyer's office, I think just in general, chills bids,
16 buyers don't want to come and buy something in someone else's
17 lawyer's office.

18 In addition, the way that the auction was marketed, it
19 was put out on Internet sites, but when someone were to go to
20 e-mail -- if someone were to go and try to contact the seller
21 in this Internet site the e-mail address wasn't even a valid
22 e-mail address, so their e-mail would have been rejected. And
23 that, certainly, when you can't even contact the seller that
24 chills the bids a lot. And my understanding is that several
25 buyers tried to contact the seller and the seller didn't even

1 respond when they were contacted through the telephone. So
2 all of those things together, and the fact that there was a
3 very short period of time the buyers were able to analyze the
4 information, they didn't have enough time to go get the
5 financing or do what they needed to do their due diligence on
6 and to arrange for financing to buy the domain names, all of
7 those things just lead to a very, low, low price for a sales
8 price.

9 Q. Okay.

10 A. And there was other things too, I just can't remember
11 them sitting here.

12 Q. Okay. So how long would a potential qualified bidder
13 need to, number one, conduct some due diligence, assuming they
14 were provided the proper materials, and how long to obtain
15 financing, if you know?

16 MR. URBANIK: Objection, Your Honor. This line of
17 questioning is sort of premised on an answer to one of my
18 questions about what was wrong with selling one domain name,
19 not 153,000 domain names that, you know, the receiver
20 attempted part of the plan. So we've heard several minutes of
21 Mr. Baron's answer, I'm not sure if it's relevant of that
22 earlier sale.

23 THE COURT: Okay. Relevance objection. Are you
24 asking about the previous sale procedures, or the proposed --

25 MR. COCHELL: No, I was asking about this one. How

1 long in this case for servers would it take to do a proper job
2 of marketing it and to allow people sufficient time to
3 purchase it.

4 THE COURT: Okay. I overruled the objection, to the
5 extent you just rephrase the question.

6 MR. COCHELL: Yeah.

7 MR. URBANIK: Thank you.

8 Q. Go ahead.

9 A. Well, and the thing that I just didn't remember to answer
10 in my last answer to you is that, you know, when you sell a
11 domain name without having it -- developed at all, having
12 it -- if it's been very mismanaged up until the point that
13 you're selling it, the value -- the price that a buyer would
14 pay would be much less than it would be if the name had been
15 properly managed up until the time that it was offered for
16 sale. Because the name that's mismanaged, not developed in
17 all of those kinds of things lead to a buyer not being able to
18 tell what the real value is. It's like, you know, trying to
19 buy a piece of real estate that's been -- you know, a building
20 that's been abandoned for twenty years and it's, you know, a
21 buyer doesn't know what kind of repairs are needed with the
22 plumbing, with the foundation, and all that kind of stuff.
23 Whereas, if the name -- if the building had been occupied, and
24 if it had been managed correctly then a buyer would be -- have
25 a much better ability to determine what the value would be.

1 So that's one problem.

2 The other -- but as far as the timing goes I would just,
3 you know, estimate and say that -- having -- you know, the
4 longer that you give for the sale the higher value you can
5 get, because it takes a long time to market a domain and
6 domain names are very unique and they're very, you know, each
7 one has its own potential buyers, and to find that right buyer
8 sometimes takes a long time.

9 So -- I'm sorry, can you ask me one more time?

10 Q. For a significant -- for an asset that has a minimal
11 value at 300,000 that's still a significant domain name?

12 A. Yes.

13 Q. Is that right?

14 A. Yes, it is. And I would say that, in general, I'm aware
15 of many domain names that have been sold for large amounts,
16 and the honest answer is that sellers keep domain names on the
17 market for years before they can get a real market value,
18 because the names are unique, it's kind of like artwork.

19 Q. Well, now, they've set, I believe, a maximum time period
20 of forty-five days, and then they'd consummate the sale
21 automatically --

22 A. Okay.

23 Q. -- if I'm reading that correctly, is that sufficient
24 time?

25 A. I would say it's absolutely insufficient time, it would

1 result in a very, very low undervalued price, in general.

2 Q. And what would you say is a reasonable time, would it be
3 three months? Four months?

4 A. Well, if you're looking to do like a fire sale, or if
5 you're looking to get, you know, a decent value for it. If
6 you're looking to do a fire sale then maybe six months or more
7 would be a fire sale, if you're looking to get, you know, a --
8 a reasonable price that's reflective of the value then it
9 would be much, much longer than that.

10 Q. You heard Mr. Sherman testify earlier today about the
11 increased interest in servers.com because of the cloud, do you
12 agree with that testimony?

13 A. I can't really comment on that, I don't -- I certainly
14 don't think that the value is going down, but I don't
15 really -- I can't really comment about the cloud and that kind
16 of thing. But I don't think that the value of servers.com is
17 decreasing. Does that answer your question?

18 Q. Yeah. So the increase for Mr. Sherman's value of 100,000
19 when he got an offer to 300,000 two years later, do you think
20 that's an accurate barometer of the market value, or even the
21 liquidation value of this asset?

22 A. No, I don't think that the 300,000 dollars is an accurate
23 barometer. I think just the fact that someone happens to, you
24 know, somehow find Mr. Sherman's name from doing all kinds of
25 research and trying to track down who the owner of servers.com

1 is, and happens to call Mr. Sherman to make an offer, that's
2 not reflective of the value. Because that's reflective of a
3 buyer that's gone through a whole lot of effort to try to find
4 the owner of the domain name and to make a bid, and it's not
5 reflective of any kind of market valuation.

6 Q. And who -- prior to selling a significant asset what
7 steps do you believe need to be taken as a prudent businessman
8 who owns and sells domain names?

9 A. Well, I would think someone that were to do that, and I
10 could just base this on what I know other people that have
11 sold domain names for, you know, decent value is that they do
12 manage the domain name themselves for a period of time to make
13 sure that it's being -- that the domain name is being managed
14 correctly. And some of them will build out a Web site around
15 the domain names so that it gets more revenue and has more
16 attractiveness to it. And if that person was really actively
17 trying to sell the domain name, and I think they would -- it
18 would take a lot of time, but they would go out and find --
19 they would certainly go out and market it like has been
20 described, they would go out and market it through various
21 sources, but they would also, I think on their own, contact
22 potential buyers of that particular domain name. Because
23 there's -- you know the buyer for servers.com name, you know,
24 IBM may be interested in servers.com, but they wouldn't be
25 interested in -- may not be interested in something like

1 rewards.com, or dinnerware.com, so you have different buyers
2 for different domain names.

3 That's how our previous seller would spend quite a bit of
4 time trying to identify the potential buyers for that name,
5 but it would also go about marketing it in other ways too.

6 Q. Do you recall reviewing the findings of fact and
7 conclusions of law filed in the Emke case, filed as document
8 130, in the Ondova proceedings here?

9 A. I remember looking at it, but I'd have to have a document
10 to remember.

11 Q. Okay. Let me give you a copy of that, specifically page
12 3 of 11, of document 130 in the proceedings involving Mike
13 Emke and Servers, Inc.

14 (Pause)

15 Q. And this refers to paragraph 8 about -- does that
16 paragraph relate to what you were referring to as development?

17 A. Yes, he was responsible for developing -- it sounds like
18 developing the domain name, yes.

19 Q. And what does development include?

20 A. It can mean a lot of things, I think in this context --
21 let me just read it a little bit more.

22 (Pause)

23 A. It looks like here it was talking about operating a sort
24 of a Web-hosting business. And that would be something that
25 would be logical to have at servers.com.

1 Q. Did he create a new Internet Web site?

2 A. He created, I believe, a company called Servers, Inc.

3 Q. But did he create a new Internet Web site URL?

4 A. I'm not aware of that he did, I don't know.

5 Q. Okay. Did he create a business plan and model?

6 A. I don't believe he did. I don't believe he did any of
7 these things.

8 Q. Okay. That's any of the things described in paragraph 8
9 of document 130?

10 A. Right, I don't believe he did anything to develop the
11 name.

12 Q. Okay. And, in fact, the judge at paragraph 9 goes
13 through and talks about all the things that Mr. Emke did not
14 do, and we'll just ask the Court --

15 MR. COCHELL: I have a copy for the Court if the
16 Court wishes to --

17 THE COURT: I have it.

18 MR. COCHELL: Okay, all right.

19 Q. So are the steps that Mr. Emke were supposed to do to
20 develop the Web site the kinds of things that you're referring
21 to in terms of creating value for a company, and --

22 A. Yes. Yes. Absolutely. And if he had done what is
23 described in here I think it would have tremendously increased
24 the value of the -- it would have allowed a sale of
25 servers.com much, much more -- much higher than what it would

1 be without doing this.

2 Q. Okay. With respect to Mr. Emke you mentioned you had
3 some interests apart from Ondova and some other lawsuits that
4 related to the servers.com name, in the context of settling
5 the dispute with Ondova and Mr. Emke, were there any claims
6 made by you -- I mean, made by you against Mr. Emke, do you
7 recall?

8 A. I believe so, I can't recall with certainty, but I
9 believe there were claims made.

10 Q. Do you recall whether you personally had any claims
11 against Mr. Emke?

12 A. I believe I did, but I can't recall with a hundred
13 percent certainty, but I believe so.

14 Q. Did you -- what would you need to do to determine if you
15 had any claims against Mr. Emke?

16 A. Claims that I have or that I made in the lawsuit?

17 Q. Had and made?

18 A. Well, I know that I had claims against them, you know,
19 for things such as lawyer fees and so forth, I just don't
20 recall with certainty if we got a chance to make those in the
21 lawsuit. I think we got to that point, but I don't recall if
22 it that got to that point or not.

23 Q. And in resolving this case, which was submitted as, I
24 believe, Trustee's Number 1, the agreement, was their
25 consideration by Mr. Emke -- there was a compromise among the

1 parties, right?

2 A. Right, I think every party was sort of agreeing to give
3 up whatever claims that they had in order to resolve the
4 dispute and so that nobody had to keep fighting and paying
5 lawyers, and doing all that kind of stuff that costs a lot of
6 time, money and effort, energy.

7 Q. And your recollection is that the compromise involved
8 claims that you had against Mr. Emke, whether they were filed
9 formally or not?

10 A. Yes, I believe so.

11 Q. And with respect to --

12 MR. COCHELL: Your Honor, may I have the order for
13 receiver, I believe I provided it to the Court, receivership,
14 Debtor Number 1? Thanks.

15 Q. Just for the record the order appointing a receiver was
16 signed on October 17th, 2011, see that date there?

17 A. Yes.

18 Q. And what is your contention about the ownership interest,
19 what is it that you believe happened on that date, by virtue
20 of the order for receivership in paragraph 4?

21 A. On that date servers -- the domain name at that point --
22 let me just kind of back -- can I backup a little bit --

23 Q. Yes.

24 A. -- or do you want me to answer it exactly? My
25 understanding is that upon signing the settlement agreement

1 Ondova no longer had any ownership interest whatsoever in
2 servers.com, it was all transferred to a company, Servers,
3 Inc. And when a domain name -- so the domain name was
4 transferred to Servers, Inc. and that company was owned fifty
5 percent by Ondova and then fifty percent by Mike Emke. But
6 neither Mike Emke nor Ondova had any interest individually in
7 the -- in the servers.com domain name at that point.

8 Then when the receivership was put in place the -- I'm
9 sorry, when the receivership over Servers, Inc. was put in
10 place servers.com was then owned fifty percent by me and fifty
11 percent by Mike Emke. And the ownership of Servers, Inc. was
12 still owned fifty percent by Ondova and fifty percent by Mike
13 Emke. But the domain name that it previously had been owned
14 by Servers, Inc. then belonged to Mike Emke, fifty percent,
15 and me fifty percent, that's upon the receivership order that
16 you just showed me.

17 Q. Okay. So when Servers, Inc. was created you -- your
18 understanding of the agreement is that Ondova was no longer an
19 owner of servers.com?

20 A. I believe that Ondova ceased being an owner of
21 servers.com upon signing the settlement agreement of July 6th,
22 2009. At that point Ondova did not own any -- anything else
23 in servers.com. If you read paragraph 1, and I can read that
24 if you like, I think describes that.

25 Q. That's unnecessary.

1 A. Okay. Paragraph 1 in the settlement agreement.

2 Q. Right.

3 MR. COCHELL: One moment, Your Honor.

4 (Pause)

5 MR. COCHELL: Can Mr. Baron take a break? I think it
6 will expedite matters.

7 THE COURT: All right. Well, let me tell you where
8 you are time wise.

9 MR. COCHELL: Yes, Your Honor.

10 THE COURT: I lost my notes. 3:12, okay, so you're
11 twenty-four minutes into this. And I'll let you have a five-
12 minute break, more than five minutes it cuts into your hour.
13 Okay.

14 MR. COCHELL: Yes, Your Honor, thanks.

15 THE CLERK: All rise.

16 (Recess from 3:36 p.m. until 3:40 p.m.)

17 THE COURT: All right, please be seated.

18 All right, Mr. Baron, you may take your place on the
19 bench.

20 All right. 3:44, you may resume. And, Mr. Baron,
21 I'm required to remind you you're still under oath.

22 MR. COCHELL: Thank you, Your Honor

23 RESUMED CROSS-EXAMINATION

24 BY MR. COCHELL:

25 Q. Mr. Baron, I'd like to go a little bit further on the

1 kinds of records -- what records would you need to -- that you
2 don't currently have that would help you establish a better
3 understanding of the facts and circumstances underlying the
4 agreement for servers.com exhibit; Trustee's Exhibit 1?

5 A. Well, to I think to establish my ownership interest after
6 the agreement we want to have things like corporate documents,
7 bylaws, operating agreements of the corporation Servers, Inc.
8 We want to have agreements between Ondova and Emke, agreements
9 between Servers, Inc. and Emke and/or Ondova, you know, any
10 kind of operating type documents that govern or organization
11 documents too I think that governs Servers, Inc. as well. And
12 that would be to establish the ownership interest after -- to
13 establish ownership interest prior to the other documents.

14 Q. With respect to --

15 A. Things like that.

16 Q. Sorry?

17 A. Sorry. I was just saying things like that. There's
18 other things too, but that's just what I can think of.

19 Q. With respect to Trustee's Exhibit 1, would -- could you
20 take a look at paragraph 1, I'd like to go through that with
21 you. Basically, it starts off "The domain name servers.com
22 shall be owned jointly between Compana and Emke as described
23 under the following terms." Just to clarify, what was the
24 status of Compana at the time of this agreement?

25 A. Compana was the performer name of Ondova.

1 Q. Okay. And with respect to the following terms "The
2 parties shall be equal owners of either an LLC, a C Corp. or
3 another acceptable company structured formed by Emke," is that
4 right?

5 A. Right.

6 Q. And then "The domain name servers.com shall be registered
7 to the company," that would be Compana or --

8 A. No, the company refers to Servers, Inc., it's the newly
9 formed company. So what's happening here is the domain name
10 is being transferred from anybody that had a claim to interest
11 in it, whether it me, Ondova, Emke, everybody is transferring
12 their claim to servers.com to the new company which became
13 Servers, Inc. So they're giving up any rights to servers.com,
14 and Servers, Inc., the new company, is acquiring all of the
15 ownership in it.

16 Q. Okay. And "The parties shall each acquire equal
17 ownership and voting shares in the company," that would be
18 voting shares in servers.inc (sic), is that correct?

19 A. Servers, Inc., yes.

20 Q. Servers, Inc. And then there was another thing that's
21 not particularly relevant to this case. All right.

22 With respect to ownership, so at the time of entering
23 into this agreement Servers, Inc. became the owner of
24 servers.com, is that correct?

25 A. Yes. Servers, Inc. became the owner of servers.com, I

1 believe that's in the findings of facts, too.

2 Q. Okay. So in order for you to provide a full recitation
3 of the facts surrounding your interest in servers.com you
4 would need the records that we were previously discussing
5 about bylaws and operating agreements, and correspondence?

6 A. Yes, that would be some of the documents, I believe.
7 More would be helpful as well.

8 Q. And that would be something through the discovery
9 process, is that right?

10 A. Right.

11 Q. And earlier counsel was asking you if you had documents
12 in your possession and you responded that they're in the
13 receiver's possession, is that right?

14 A. I think what you're asking me is if I had it here today,
15 I don't have it here today. I think these documents are in --
16 my expectation is in a lot of people's possessions, whether
17 it's Mr. Emke, Mr. Sherman, Mr. Vogel, I may have some but
18 it's in a lot of people's possession, I would assume.

19 Q. All right, thank you.

20 MR. COHELL: Your witness.

21 THE COURT: All right. I have some questions before
22 redirect. All right.

23 Mr. Baron, when server -- no. When was Servers, Inc.
24 actually formed?

25 THE WITNESS: I think it was right after the

1 settlement agreement, but I can't recall just sitting here
2 today, the date.

3 THE COURT: All right. So the wording of Section 1
4 of the settlement agreement reads as if the entity has not
5 been formed yet, that's one reason I'm asking. So you're
6 confirming you don't think it was formed yet, but you think it
7 was formed shortly after the July 6th, 2009 settlement
8 agreement?

9 THE WITNESS: Well, as I'm reading this more closely
10 it says that it was already formed by Emke, so it may have
11 already been formed at the time of the settlement agreement.
12 I'm not sure if it was formed --

13 THE COURT: Where do you see that it was already
14 formed by Emke?

15 THE WITNESS: Number 1, it says the parties shall be
16 equal owners of either an LLC, a C Corp. or other acceptable
17 company structure formed by Emke. So I don't know if that
18 means he had already formed it or he was about to form it, I'm
19 not certain.

20 THE COURT: Okay. But your testimony was you think
21 it was formed shortly after this agreement?

22 THE WITNESS: Well, I said that before I read this a
23 little more closely. After reading it, I'm not sure if it was
24 formed at the time that we signed it or right after. I don't
25 know.

1 THE COURT: All right. So did you ever see the
2 formation documents?

3 THE WITNESS: I don't recall -- I don't recall seeing
4 them, but -- I just don't recall.

5 THE COURT: And so you don't recall if you ever
6 received stock certificates, or a stock certificate?

7 THE WITNESS: I don't recall, but I remember reading
8 in your findings of fact about some things --

9 THE COURT: Okay. I'm just asking --

10 THE WITNESS: Okay.

11 THE COURT: Don't refer to that.

12 THE WITNESS: I just don't recall that.

13 THE COURT: Okay. How many years were you the
14 registrant of servers.com?

15 THE WITNESS: I don't know.

16 THE COURT: Were you the registrant of servers.com,
17 or was Ondova, or was some other entity you're connected with?

18 THE WITNESS: I believe I was a first, but that's my
19 recollection of it.

20 THE COURT: Okay. Do you know how long you --

21 THE WITNESS: I don't.

22 THE COURT: -- were the registrant?

23 THE WITNESS: I don't.

24 THE COURT: When you were the registrant, or when
25 Ondova was the registrant, or when some company in your --

1 that you're connected with was the registrant of servers.com
2 what did you do with it; what did you do with the name?

3 THE WITNESS: Well, the name went under litigation
4 almost immediately after it was registered, after I registered
5 it. Well, I don't know about that. It was not too long after
6 I registered it, it went to litigation. So I don't think very
7 much was done with it because it was in dispute and everybody
8 was disputing who had what rights to it, so I don't think much
9 was done with it.

10 THE COURT: All right. So you don't remember, first
11 of all, what year you became the registrant of it, correct?

12 THE WITNESS: Best I can recall it was maybe
13 2000/2001, that would be my best recollection.

14 THE COURT: And so then the litigation began when?

15 THE WITNESS: I just don't recall, but it was not too
16 long after that, but I just don't recall a year, that's a long
17 time ago.

18 THE COURT: So you or Ondova or some company you were
19 connected with was the registrant of servers.com between
20 either 2000 or 2001 and July 6th, 2009 when you entered into
21 the settlement agreement, and nothing was really done to make
22 money off the name during that time period?

23 THE WITNESS: The best I can recall not much was
24 done. There may have been some advertising put on that site,
25 but because it was in litigation, because there were so many

1 claims in dispute and allegations about a sundry of things
2 there wasn't anything -- there wasn't much done with it, but
3 there may have been some advertising.

4 THE COURT: Okay. So there was a Web site
5 servers.com?

6 THE WITNESS: Best I can recall there was some
7 advertising at some point in time, but I don't think it was
8 the entire period of time between 2000 --

9 THE COURT: Okay. So you have no memory of how much
10 money it made or --

11 THE WITNESS: No.

12 THE COURT: -- what advertising -- what was on the
13 Web site?

14 THE WITNESS: Well, if it was advertising through
15 some of these what these Web people call Monotizers, it would
16 have been whatever they put on there, which --

17 THE COURT: Okay. But you don't remember, you can't
18 testify --

19 THE WITNESS: I can't recall.

20 THE COURT: -- at all.

21 THE WITNESS: I can't recall specifically what was on
22 there.

23 THE COURT: so you cannot tell me how much revenue
24 may have been made off the name?

25 THE WITNESS: I can't tell you that without, you

1 know, getting documents and -- like, Mr. Cochell said, without
2 getting discovery and taking things out.

3 THE COURT: You have any guesses, you have any
4 recollection at all of the range of revenue that you may have
5 made off of servers.com?

6 THE WITNESS: I really don't. I don't.

7 THE COURT: All right. Is there any price at which
8 you would support a sale of servers.com?

9 THE WITNESS: There might be, I just don't think that
10 this is the way to do it. I don't believe this is a proper
11 mechanism to be selling this domain name, and I just don't --
12 I wouldn't want to sell the domain name. I don't want to sell
13 the domain name. If I was forced to do it, then I could
14 probably come up with a price, but if it were up to me I
15 wouldn't --

16 THE COURT: Okay. Come up with a price -- what would
17 be an acceptable price where you wouldn't be in here
18 complaining?

19 THE WITNESS: I can't sit here today and say that
20 because I haven't sat down and evaluated what the market and
21 domain name is worth right now, but I could probably do that.
22 I just -- I can't do that today.

23 THE COURT: All right. On November 4th, 2011 you
24 filed a brief before the Fifth Circuit and I'm looking at --
25 it's so hard to understand their docket entries, or I don't

1 even know if they call them docket entries. This is in case
2 number 10-11202, and it's -- it's got document number
3 00511655466 at the top, date filed 11/4/2011. On page 9 of
4 that pleading you represent that the domain name servers.com
5 has been appraised at 1.4 million to 4.2 million dollars in
6 value, accordingly Baron's legal interest in fifty percent of
7 the domain name, domain name has substantial value between
8 700,000 and 2.1 million. Where did you get that?

9 THE WITNESS: I don't recall participating in that
10 kind of -- that valuation, so I don't recall doing that.

11 THE COURT: All right. Well, you filed a pleading
12 before the Fifth Circuit, and I gave you exact quote, "The
13 domain name has been appraised at 1.4 million to 4.2 million
14 in value."

15 THE WITNESS: Is that Mr. Schepps' filing, is that --

16 THE COURT: Well, he signed the pleading for you.

17 THE WITNESS: Okay. I don't believe I came up with
18 that value.

19 THE COURT: Well, you did.

20 THE WITNESS: As I sit here today, I don't know, and
21 I don't think it was me because I don't recall doing that.

22 THE COURT: Who -- what are the possibilities of
23 where this value came from?

24 THE WITNESS: Well, Mr. Schepps may have obtained it
25 from someone else, I don't recall who he got it from, or if he

1 did, I don't know. But Mr. Schepps may have gotten the value
2 from someone, I would assume that he got it from somebody.

3 THE COURT: Okay. I'm just asking you, this is your
4 pleading, your pleading. What are the possibilities -- where
5 could Mr. Schepps have gotten it from?

6 THE WITNESS: Possibilities I can think of, and I'm
7 not saying that he did this because I don't know, I can't
8 think of it now, but he could have gotten it from an appraisal
9 service, and he could have gotten it from an expert, someone
10 like Mr. Lindenthal that we had as an expert a few months ago.
11 He could have got it from those type of people.

12 THE COURT: Okay. I know the type of people who do
13 appraisals, I'm not asking hypothetically, I'm asking
14 specifically who, what appraiser --

15 THE WITNESS: I don't know.

16 THE COURT: -- what service?

17 THE WITNESS: I don't know. I can't recall anything
18 today.

19 THE COURT: Who had you engaged to help you with
20 this?

21 THE WITNESS: I don't believe I engaged anybody to do
22 this, and I'm just trying to recall back from 2011, there was
23 a lot going on then. But I don't believe I engaged anybody to
24 do that. If Mr. Schepps did I don't recall who he did, or if
25 he did.

1 THE COURT: You're saying Mr. Schepps would have put
2 something like this in a pleading without you reading it?

3 THE WITNESS: Would he have put it in a pleading
4 without me reading it, yes, I don't know if he did or not, but
5 he would have, he could have.

6 THE COURT: You remember this in the pleading?

7 THE WITNESS: Vaguely, but not -- vaguely.

8 THE COURT: Well, what do you think about this value?

9 THE WITNESS: As I sit here today I think it would --
10 it could be a value that an appraiser would come up with the
11 domain name for, you know, it being a dormant domain name, the
12 way it is today.

13 THE COURT: And how would an appraiser come up with
14 that value?

15 THE WITNESS: There's all different sorts of ways. I
16 mean, an appraiser can look at comparable sales, they can look
17 at the business that's behind the domain name, they can look
18 at --

19 THE COURT: Okay. There's no business behind the
20 domain name.

21 THE WITNESS: Okay, I've seen appraisers.

22 THE COURT: So you told -- you told -- oh, you've
23 seen the appraisals?

24 THE WITNESS: No, no, I didn't say that. I said if
25 an appraiser was going to do an appraisal on a name like this

1 they could look at comparable -- comparable sales.

2 THE COURT: Okay. You said -- I haven't heard any or
3 seen any evidence, you said, though, earlier you knew of
4 server.com having been sold between 900,000 and one million --

5 THE WITNESS: I did see that, yes.

6 THE COURT: -- before 2009?

7 THE WITNESS: I remember it being around that time,
8 yeah.

9 THE COURT: So that would be the closest comparable
10 one could conceive here --

11 THE WITNESS: Well --

12 THE COURT: -- therefore, where would you get 1.4
13 million to 4.2 million?

14 THE WITNESS: Well, server.com I think is a much
15 different name -- well, it is different than servers because
16 it's the singular which has a much different connotation than
17 servers. Server, it just has a different connotation than
18 servers does because of the type of go to service, or product
19 that could be sold at that -- that would be associated with
20 that kind of site. A server or --

21 THE COURT: Why would the S be so significant?

22 THE WITNESS: Because servers has I think a
23 connotation of Web hosting and Web servers, and that type of
24 thing. Server has more of a connotation of someone serving
25 breakfast or something like that.

1 THE COURT: What do you base this on?

2 THE WITNESS: It's my own, you know, thought.

3 THE COURT: Okay. Do you have any empirical evidence
4 of that?

5 THE WITNESS: Well, I've been dealing with domain
6 names since -- a long time, over twelve years, and I've spent
7 a lot of time trying to figure out what the semantics of words
8 are, and that's what I base it on, it's not -- I haven't done
9 any scientific study.

10 THE COURT: You don't know of empirical evidence,
11 okay.

12 THE WITNESS: Yeah, I'm not here as a -- yes, that's
13 right.

14 THE COURT: And just one last question. What do you
15 think should be done with the name servers.com?

16 THE WITNESS: I think that the agreement that was put
17 in place by me and Mike Emke, or Ondova and Mike Emke should
18 be honored, and I believed that Mike Emke --

19 THE COURT: Let me back up.

20 THE WITNESS: -- and I should have the right to use
21 the domain name.

22 THE COURT: Let me back up. He didn't honor the
23 agreement?

24 THE WITNESS: If he breached the agreement then I
25 guess the parties to the agreement have claims against

1 Mr. Emke, but I can't really tell you what would happen to
2 that.

3 THE COURT: Well, my job today is to determine if
4 this trustee is exercising reasonable business judgment, okay,
5 so I need to compare what he's proposing to something else.
6 What is your something else that would be more reasonable?

7 THE WITNESS: Well, I mean, if your goal is to -- if
8 you're forcing a liquidation on a domain name --

9 THE COURT: I'm saying -- I'm asking you what would
10 be more reasonable?

11 THE WITNESS: Well, in a normal context, the
12 reasonable thing to do would be to develop the domain name and
13 use it and develop it. That would be --

14 THE COURT: Who would develop it?

15 THE WITNESS: There's lots of -- there are lots of
16 possibilities through servers.com. I think you could
17 certainly employ a company to develop a name like that that
18 would spend, you know, sorts of resources doing it. You
19 could --

20 THE COURT: Let me back up.

21 THE WITNESS: Um-hum.

22 THE COURT: You didn't do it for nine years.

23 THE WITNESS: Well, there was --

24 THE COURT: -- and then you entered into an agreement
25 with Mr. Emke to do it and he didn't do it. So again, what is

1 a better option at this point in time after thirteen years of
2 no revenue from this name, what is the better option than
3 trying to sell it?

4 THE WITNESS: I think that the one option would be to
5 find a very reputable company or individual, and probably
6 company to start --

7 THE COURT: Who and what would it cost and how long
8 would it take?

9 THE WITNESS: If I had a little bit of time to
10 research that I could provide that to you. I just don't have
11 that at my fingertips.

12 THE COURT: Okay. Haven't you had thirteen years to
13 explore that?

14 THE WITNESS: Well, I can explain. For the majority
15 of the time there was litigation pending and there wasn't much
16 sense spending a whole lot of time.

17 THE COURT: Was -- what prevented you during the
18 pendency of the litigation from doing something with the name?

19 THE WITNESS: There was a lot of uncertainty as to
20 what -- who the claims of ownership was of the name and there
21 wasn't --

22 THE COURT: Besides the uncertainty, what prevented
23 you --

24 THE WITNESS: Well, the uncertainty --

25 THE COURT: -- from utilizing the name?

1 THE WITNESS: -- the uncertainty caused --

2 THE COURT: Was there an injunction?

3 THE WITNESS: Just a lot of claims --

4 THE COURT: Okay.

5 THE WITNESS: -- but I don't believe there was an
6 injunction. But if -- certainly, I think if something was
7 done with the domain name there would have been complaints and
8 there could have been injunctions filed by -- or an injunction
9 request filed by Mr. Emke about doing things with them to
10 resolve all sorts of problems that got tangled up when that
11 then was in litigation. There was all kinds of claims. If we
12 were to try to find a potential person that were a company
13 that would develop this name that could be -- that they might
14 have some concerns about doing it themselves because of this
15 litigation. Nobody's going to want to invest a whole bunch of
16 time, money and energy in an asset that is being disputed.

17 THE COURT: All right. Redirect, Mr. Urbanik?
18 You've got twelve minutes maximum.

19 MR. URBANIK: I don't have very much, Your Honor.

20 REDIRECT EXAMINATION

21 BY MR. URBANIK:

22 Q. Mr. Baron, earlier when Mr. Cochell was asking you
23 questions, you lumped mismanaged domain names and not
24 developed -- not developed domain names, those are two
25 different things. I mean what would you call a mismanaged

1 domain name?

2 A. It's a broad category but no, I think I'd use that term
3 to describe what Mr. Vogel did to the domain user the last
4 several years and it's just neglecting them and not, you know,
5 not making sure that the correct ads were on there, not
6 dealing with disputes and just sort of letting things go -- go
7 amuck.

8 Q. Okay.

9 A. That type of thing. There's other things too but I'm
10 just --

11 Q. What do you call -- what would a nondeveloped domain name
12 be?

13 A. Like an example at servers.com?

14 Q. Yes.

15 A. Okay. Well, that's an example. Servers.com it's not --
16 I don't know what's there today but there may not be anything
17 on the site at all. It might just be --

18 Q. If I told you it was a blue page with servers.com and if
19 interested contact --

20 A. Yeah, that would be --

21 Q. Undeveloped.

22 A. -- that'd be undeveloped.

23 Q. Okay. Judge was asking you what does it cost to develop
24 a domain name like servers.com? What is your estimate of the
25 cost?

1 A. That's a wide range of answers I could give you if
2 you'd -- it varies a lot. I think you could find someone
3 quite -- I don't know who easily but quite easily, that would
4 not charge anything to develop a site. What they would do is
5 take a percentage of profits or something like that. They
6 would have some type of agreement where they would develop a
7 name in exchange for future profits or revenue or whatever
8 because I don't think it would cost anything.

9 Q. What percentage of the domain name would have to give to
10 them?

11 A. I don't know if you'd have to give a percentage of a
12 domain name. You might. It depends on the deal that you
13 would work but it could just be a percentage of profits. It
14 could be a percentage of revenue. It could be any range of
15 possibilities. So I think you could do all kinds of different
16 arrangements.

17 Q. What's your estimate of the range of what you'd recover
18 if you found such a person to do that?

19 A. The range of --

20 Q. What you can --

21 A. -- can you tell me what recover means? I'm not sure what
22 you mean.

23 Q. Yes. If you sold the name after you entered into such
24 a --

25 A. Um-hum. And again I think that was in a -- that varies a

1 lot too. I think that the potential is very, very high for a
2 name like servers.com because it could be -- turn into a Web
3 site that could be a top Web-hosting company and that would
4 generate a great, great deal of value. Much, much more than
5 it could as an undeveloped name but it could be less than
6 that.

7 Q. In the past couple years, have you entered into any such
8 agreements?

9 A. I've been in a receivership and forbidden from doing any
10 such thing.

11 Q. So you haven't. Okay. So you don't know what these
12 hypothetical Web -- I'm sorry -- Web site developers charge.
13 Do you?

14 A. I just know in general what they have in the past and
15 it's -- it varies. I mean they're all -- it depends on the
16 domain name. Every domain name has a different value to a Web
17 developer. A name like servers.com, I think, would have a lot
18 of attractiveness to a developer like that much more than a
19 name that didn't make any sense like a name with jumbled up
20 characters or one that didn't have any English word
21 connotation to it. So I think servers.com would be an
22 attractive name for a developer and you could probably get a
23 pretty good deal.

24 Q. Would it be fair to say that if you found someone who
25 would do it with no payment, they would want a larger

1 percentage of the recovery when it sold?

2 A. Not necessarily. In don't think necessarily. I think --

3 Q. Do you know somebody that will take no payment at all and
4 still just want a very small recovery if we sell it later?

5 And if so, who is that person or company?

6 A. Can you ask me that again? I'm sorry; a small recovery?

7 Q. Do you have any person that would, for no payment
8 whatsoever develop this domain name and not want some sizeable
9 chunk of the proceeds when it sold?

10 A. I've not gone out and tried to find those people myself
11 but I think they do exist.

12 Q. You think they exist. Have you ever met any of them?

13 A. I have met many developers that do that type of thing but
14 I've not discussed this particular domain name with any of
15 them that I can remember.

16 Q. Are these individuals or businesses?

17 A. Businesses. They would be development people that would
18 help.

19 Q. Can you name a few?

20 A. I can't think of them off the top of my head but they --
21 you can do a Google search and I'm sure find many of them that
22 do that.

23 MR. URBANIK: I pass the witness, Your Honor.

24 THE COURT: All right. Any recross?

25 MR. COCHELL: One moment.

Colloquy

161

1 THE WITNESS: Can I ask my counsel if I may sit down?

2 THE COURT: Okay. Would you go to the witness stand
3 if your client has a question?

4 MR. COCHELL: Yes.

5 (Off the record)

6 MR. COCHELL: No recross for me.

7 THE COURT: All right. Thank you, Mr. Baron. You're
8 excused from the witness stand.

9 All right. Mr. Urbanik, you may call your next
10 witness.

11 MR. URBANIK: I'd like to call Damon Nelson.

12 THE COURT: All right. Mr. Nelson, please come to
13 the witness stand and raise your right hand.

14 (Witness sworn)

15 THE WITNESS: Yes.

16 MR. COCHELL: Your Honor, Mr. Nelson was not listed
17 on the witness list. I'm not sure there's a legitimate reason
18 to be calling him at this point.

19 MR. URBANIK: He is a rebuttal witness, Your Honor.

20 THE COURT: Well, he's a rebuttal and --

21 MR. COCHELL: Well --

22 THE COURT: Let me ask this. Your objection to the
23 sale was filed when?

24 MR. COCHELL: I'm sorry?

25 THE COURT: Your objection to the sale motion was

1 filed when?

2 MR. COCHELL: My objection to the sale was filed --

3 THE COURT: When?

4 MR. COCHELL: -- I believe it was Saturday.

5 THE COURT: Okay. So he didn't even know about your
6 objection at the time his witness and exhibit list was due.

7 MR. COCHELL: Well, I don't --

8 THE COURT: True?

9 MR. COCHELL: -- I don't think that the objections
10 were due until yesterday. That's what I recall.

11 THE COURT: All right. Well, I'm going to overrule
12 it. He called him as a rebuttal witness. He's going to do
13 rebuttal on the, what, the topic of ownership that was just
14 raised Saturday. Correct?

15 MR. URBANIK: That is correct, Your Honor.

16 THE COURT: Okay. I overrule the objection.

17 DIRECT EXAMINATION

18 BY MR. URBANIK:

19 Q. Mr. Nelson, state your full name.

20 A. Damon Nelson.

21 Q. And, Mr. Nelson, are you currently assisting Daniel
22 Sherman Chapter 11 Trustee of Ondova in matters related to the
23 Ondova case?

24 A. Yes.

25 Q. And previously when Ondova was the registrar of the

1 domain names you assisted Mr. Sherman more regarding Ondova
2 acting as a registrar?

3 A. That's correct.

4 Q. Okay. Have you been involved in matters related to
5 servers.com?

6 A. Yes, to a certain extent.

7 Q. When Mr. Sherman became aware of the servers.com domain
8 name, did he ask you to do an investigation of who owned the
9 domain name?

10 A. As far as history, yes.

11 Q. Okay. And what did you find out when you did that
12 investigation?

13 MR. COCHELL: Objection. Hearsay.

14 THE COURT: Overruled.

15 A. I was looking for a history around the petition date and
16 the registrant's name was Compana, LLC.

17 Q. And Compana is Ondova. Is that correct?

18 A. That's correct.

19 Q. So on the petition date, the domain name was owned by
20 Ondova?

21 A. Compana. Yeah.

22 Q. Okay. Mr. Nelson, were you familiar that a similar
23 domain name was sold in 2009 named server.com?

24 A. Yes.

25 Q. Did Mr. Sherman ask you to investigate the sales price of

1 that domain name?

2 A. Yes.

3 Q. And what did you find out?

4 A. It sold, I believe, sometime in August of 2009 for
5 770,000 dollars by -- in the book it was Sedo.

6 Q. Okay. In connection with this case, Mr. Nelson, do you
7 recall roughly when we employed Sedo to begin the sale efforts
8 of the servers.com?

9 A. Right. I can't recall the exact dates but it was late
10 2011 I believe to sometime in 2012.

11 Q. And is it your understanding that we allowed Sedo
12 approximately one year to try to sell the domain name?

13 A. That's correct.

14 Q. Do you remember what their highest offer was?

15 A. I want to say it was --

16 MR. COCHELL: Objection. Hearsay.

17 THE COURT: Overruled.

18 A. -- I want to say that the conversations were around
19 100,000.

20 Q. Okay. And eventually, we did terminate Sedo.com. Is
21 that correct?

22 A. That's correct.

23 Q. And then we began essentially the trustee's own sale
24 efforts with a blue Web page, if you will, instructing
25 potential parties to contact you?

1 A. Yeah. We had a blue page. Now, it's a -- I think
2 there's actually a sign that says "Domain for Sale" and it has
3 OndoValimited@gmail which I answer every day.

4 Q. And were you the person first contacted by a purchaser,
5 XBT?

6 A. I can't say a hundred percent. I know I get inquiries
7 and I would forward them to you so the -- who the purchaser is
8 versus how they came in could be a completely different name.

9 Q. Alex -- Alexi --

10 A. That name --

11 Q. -- our purchaser?

12 A. -- yeah, that name sounds familiar.

13 Q. And he contacted you because of the Web page that says
14 contact --

15 A. Yes.

16 Q. -- you? Okay. And Mr. Alex's bid of 300,000, his
17 through his company, XBT, that's the highest bid we've
18 received since the trustee has taken over the sale efforts?

19 A. That's correct.

20 Q. And it's higher than anything Sedo presented to us?

21 A. That's correct.

22 Q. And in this case, we have no broker's commission?

23 A. That's correct.

24 Q. Okay. And you are advising the trustee on the ways to
25 market the domain name to even get a possible higher bid. Is

1 that correct?

2 A. Yes. I believe there are numerous entities that would be
3 interested in buying this domain name but you would have to go
4 out and seek them out through advertising or marketing or some
5 type of traffic generation that --

6 Q. So you are working with the trustee on essentially
7 marketing it through domain name journal and technology Web
8 sites and blogs that deal with servers and clouds. Is that
9 correct?

10 A. Right. In addition to the main investment sites, we
11 would target a cloud-based enterprise; Web sites that are more
12 directed to the chief strategy officer or chief technology
13 officer or Fortune 500 companies. We want to try to get where
14 those people would actually be reading.

15 Q. And in your day-to-day work both for Mr. Sherman and even
16 for Mr. Vogel still, there's other parties in this business
17 that contact you like Jason Boshoff of Domain Holdings and
18 other parties that see the servers.com Web site?

19 A. Yes.

20 Q. And so you're constantly getting calls about it and --
21 about it and whether it's up for sale?

22 A. It's primarily e-mails and --

23 Q. E-mails I meant.

24 A. Yeah. And all the e-mails I redirect to you.

25 Q. Thank you.

1 Just to clarify the record, Mr. Nelson, at some point
2 during Mike Emke's control of the domain name, he did have
3 some ad or parking sites up. Is that your recollection?

4 A. Yes. He actually had a GoDaddy reseller hosting account
5 that he pointed servers.com to hoping to generate, I guess,
6 hosting sales.

7 Q. And it was a fairly basic package, though --

8 A. Yes.

9 Q. -- that you can purchase sort of pre-arrange with
10 GoDaddy?

11 A. Right. I think it's, like, ninety-nine dollars a month
12 to have this reseller package.

13 Q. Okay. And prior to Sedo being employed, I mean did
14 anyone ever make an offer to Ondova to purchase servers.com?

15 A. No.

16 Q. Okay. Or Mr. Emke?

17 A. Not that I'm aware of or Mr. Emke.

18 Q. You heard Mr. Baron talk about possibly developing this,
19 do you have any idea what it would cost to develop this domain
20 name to make it value to go maturely greater than 300,000
21 dollars?

22 A. I would say it's going to be in the half-million dollar
23 range. And a lot of the times the way domain names are priced
24 that are fully-developed out are -- it's based on multiple of
25 earnings. And so it's two years, three years multiple

1 earnings is how you would turn around and flip that domain
2 name when it's ready to sell. So if you wanted to generate
3 two million dollars a year, you had to put some effort to get
4 there.

5 MR. COCHELL: Objection. Move to strike. Lack of
6 foundation.

7 THE COURT: Overruled.

8 MR. COCHELL: Also, he's not an expert under Rule
9 702.

10 THE COURT: Overruled.

11 Q. Does the Ondova estate have the funds to develop this Web
12 site?

13 A. No.

14 Q. Do you know of anyone that would do it for free based on
15 the promise of a future share of the sales price?

16 A. I don't know of anybody's name. I think a statement
17 Baron made could be interpreted that you could find somebody
18 and there might be some joint venture opportunities out there
19 to develop the name without any upfront costs but I'm not
20 aware of it and I haven't ever done any deals like that.

21 Q. Understand. Have you been following the pricing on
22 domain names, Mr. Nelson?

23 A. Yes.

24 Q. And you follow that pretty closely, don't you?

25 A. Yes.

1 Q. There was a sort of a dip in pricing probably in 2011 or
2 2012 after server.com sold. Is that a fair statement?

3 MR. COCHELL: Objection. Lack of foundation.

4 THE COURT: Overruled.

5 A. Yes, sir. I did notice.

6 Q. How are domain name prices this year for 2013?

7 MR. COCHELL: Objection. Lack of foundation.

8 THE COURT: Overruled.

9 A. It seems like compared to the last couple years, the
10 prices for six and seven -- or six-digit and seven-digit names
11 have gone up.

12 MR. URBANIK: I'll pass the witness, Your Honor.

13 THE COURT: All right. Cross?

14 MR. COCHELL: Yes, Your Honor.

15 CROSS-EXAMINATION

16 BY MR. COCHELL:

17 Q. Mr. Nelson, if I understand it correctly, is it fair to
18 say that registrant information -- how did you access the
19 registrant information that you were referring to earlier in
20 your testimony?

21 A. Through a -- there's software called a -- a site called
22 DomainTools and they have a Whois history and it pretty much
23 identifies changes in the record itself over time whether it's
24 a payment update or a change in registrar or change in
25 registrant or a change in just technical informational record

1 put -- puts little points in there but I did go back to look
2 at dates around the petition date to discover that there was
3 a -- the Whois record actual states Compana, LLC.

4 Q. Okay. And did you print that out?

5 A. Yes.

6 Q. Did you bring that with you today?

7 A. No, sir.

8 Q. All right.

9 A. It's -- I did e-mail it to Mr. Urbanik.

10 Q. Okay. And when did you look this up?

11 A. I would say it was prior to the Emke case.

12 Q. Okay. And so -- and this Whois information, is it who
13 has it registered or isn't there a distinction between who is
14 the registrant and who is the owner of the information?

15 A. If you're asking does the records reflect the difference
16 between a registrant and an owner?

17 Q. Yes.

18 A. The records do not reflect that. It is the registrar and
19 registrant and admin and technical support information.

20 Q. But isn't there a difference between someone who
21 registers it and someone who actually owns the domain?

22 A. Could be. Sometimes.

23 Q. Okay. Is it fair to say that DomainTools is not the
24 authoritative site for determining registration or ownership?

25 A. DomainTools, I suspect, pulls from the same information

1 everybody else does as a Whois-registered.

2 Q. But you don't know that one way or the other. Is that
3 correct?

4 A. If I --

5 Q. You suspect it but you don't really know. Is that
6 correct?

7 A. -- if I'm pulling Whois information, I typically go to
8 GoDaddy or I go to Hostskater and I can look up information.
9 DomainTools gives me the ability to look back in time over
10 Whois information that GoDaddy doesn't provide that service.
11 Hostskater doesn't provide that service. This is --
12 DomainTools is the only one I've looked at. I've done this a
13 lot of times is look at history and domain names.

14 Q. Okay. But I'm -- so I'm asking you what you did based on
15 your -- when you testified earlier that you looked at who
16 owned -- who is the registrant on the date of the petition --

17 MR. URBANIK: Judge. Asked and answered.

18 MR. COCHELL: Okay.

19 THE COURT: Sustained.

20 Q. And -- but what I'm asking, sir, is what did you
21 actually -- so if you looked at DomainTools, I mean if
22 DomainTools -- I guess your testimony is a little unclear.

23 What is it that DomainTools actually provides and how do
24 you -- why is that reliable?

25 A. It --

1 MR. URBANIK: Past objection. Asked and answered.

2 His answer is --

3 THE COURT: Overruled. Go ahead.

4 A. Okay. It pulls from a database that has -- it says
5 registrar: and then a bunch of names. Registrant: Compana,
6 LLC. It has the same format that GoDaddy or Hostskater has in
7 delivering the information.

8 Q. Okay. And does ICANN, isn't ICANN the company that is
9 the company that maintains registrations and is the authority
10 on registrations?

11 A. They keep a Whois record and I don't have access to
12 ICANN's Whois record.

13 Q. Okay. So you're going to someone who has a different
14 database but -- right? Domain names -- DomainTools is not --
15 does not kick in -- they don't share off of ICANN, right?

16 A. I don't know that.

17 Q. Okay. And you don't know if their information is
18 reliable because they are not the authority on registrations.
19 ICANN is the authority on registration. Right?

20 A. Well, I didn't know I was going to ask -- be asked about
21 DomainTools where they provide the information but I suspect
22 they're actually pulling it from ICANN's database.

23 Q. Okay. So --

24 A. Me, as a registrar right now, I cannot access it. I'm an
25 end user.

1 MR. COCHELL: We move to strike that testimony as --

2 THE COURT: Overruled.

3 MR. COCHELL: -- mere suspicion.

4 THE COURT: Overruled.

5 Q. Okay. And what dates was Compana listed as registrant to
6 servers.com?

7 A. I pulled -- I can't recall exactly the number of records
8 I pulled that I know of but I pulled more than a few and less
9 than a dozen during certain time periods around the
10 2009-2010 --

11 Q. And you don't have any of those records with you today.
12 Right?

13 A. I did not bring them with me. I can access them and
14 deliver them to the Court if need be.

15 Q. Okay.

16 MR. URBANIK: Objection, Your Honor. I'd like to
17 just point to the Court something that may shortcut this.

18 The Court's findings and conclusions entered on
19 October 18th, 2011 in the adversary identifies who the
20 registrar was of the domain name. It was Ondova registered
21 the name in 2002, paragraph 4, that's what the Court's
22 findings were after a very lengthy trial with Mr. Emke.
23 That's the same -- this order also provides the Servers, Inc.
24 entity was created by Conrad Herring on August 10th, 2009 and
25 these are the findings in the case -- while the case at this

1 point.

2 None of the appeals contested these findings. In
3 fact -- and Mr. Baron did not appear in this adversary, didn't
4 intervene. And furthermore, and in his appeal to the district
5 court, there was no -- Mr. Schepps did include the record when
6 he appealed the ruling in the district court. Judge Furgeson
7 denied the appeal of Mr. Schepps in January 2013 as moot. So
8 there's no factual -- there's no party, including Mr. Baron,
9 contesting the facts that Ondova was a registrar. The hearing
10 was before the Court at docket 130 and that is hearing number
11 11-03181.

12 THE COURT: All right. I overrule the objection.
13 You can continue to question him on this but it seems like
14 we're repeating the same question in different ways so --

15 MR. COHELL: Yes, Your Honor.

16 THE COURT: -- hurry along.

17 MR. COHELL: Yes, Your Honor.

18 BY MR. COHELL:

19 Q. All right. Now, you never did deals, I think -- well,
20 you prepped but you never did deals similar to the kind that
21 Mr. Baron was suggesting that there be -- that you could do
22 some sort of arrangement with an investment company that would
23 take a percentage of revenues or profits in exchange for
24 developing a Web site. You never did anything like that?

25 A. I have not done that. No, sir.

1 Q. And you never looked to do anything like that before.
2 Correct? You never tried to find people who would do that
3 sort of a deal?

4 A. I --

5 Q. Yes or no.

6 A. -- in my --

7 Q. Can you answer that yes or no?

8 A. Yes, I have looked.

9 Q. Okay.

10 A. But I --

11 Q. And when was that?

12 A. Probably in the last couple years I do have domain names
13 that I own that I had sought out joint venture arrangements
14 and I didn't like the terms of the deal so I didn't pursue
15 those anymore.

16 Q. Okay. And were they domain names that had a 300,000 to 1
17 million dollar value to them?

18 A. Not as a parked site. No.

19 Q. No. Okay. So the answer to my question, then, is you
20 never tried to do a deal of this kind of magnitude on the
21 terms of development in exchange for a percentage of revenues
22 or profits. Is that correct? You've never done that?

23 A. No.

24 Q. Okay. Now, there has been an increase in the value of --
25 based on your testimony of an offer of 100,000 dollars two

1 years ago through Sedo to now an offer of 300,000. Correct?

2 A. That's correct.

3 Q. That's an increase in value of on the average of 100,000

4 a year. Right? Obviously.

5 A. Yeah. I guess --

6 Q. It's not a trick question.

7 A. Yeah.

8 Q. And so my question, sir, is -- and that's with a Web site
9 that's relatively undeveloped. Right?

10 A. Yeah, it's true.

11 Q. Okay. So the real value of this Web site likely with
12 development is quite substantial particularly if there was a
13 sale of server.com for 770,000 just a couple years ago?

14 A. Well, the sale four years ago for 770,000, the domain
15 name is still blank. There's nothing -- nobody's developed
16 anything. So I don't know the reason why it's still blank but
17 I would anticipate that if it was worth developing they would
18 have probably spent some money in a four year period.

19 As it stands right now, I don't believe we have any money
20 in the bankruptcy trustee account to develop out this domain
21 name to make it more valuable than what it is as a parked
22 domain.

23 Q. Okay. And, of course, nobody's looked into it, into that
24 avenue to increase the value of the assets so that it could be
25 sold at a much higher price, generate a lot more income in a

1 Chapter 11 estate. Right?

2 A. For a joint venture agreement, no.

3 Q. Okay.

4 A. I have not done that.

5 Q. All right. One moment.

6 MR. COCHELL: That's all the questions we have.

7 Thank you, Your Honor.

8 THE COURT: All right. Any redirect?

9 REDIRECT EXAMINATION

10 BY MR. URBANIK:

11 Q. Mr. Nelson, as part of your examination of the name for
12 the trustee, did you look into who was paying the yearly
13 renewal fees for servers.com?

14 MR. COCHELL: Objection. Hearsay.

15 THE COURT: Overruled.

16 A. Ondova Limited was paying the renewals and we're paying
17 them right now through GoDaddy.

18 Q. Did you look back to see how long Ondova had been paying
19 the renewals for servers?

20 MR. COCHELL: Objection. Hearsay.

21 THE COURT: Overruled.

22 A. As long as I was manager of Ondova Limited it was paying
23 the renewals.

24 Q. Okay. Thank you.

25 MR. URBANIK: That's all the questions I have, Judge.

Closing Argument - Mr. Urbanik

178

1 THE COURT: All right. Any recross on that redirect?

2 MR. COCHELL: No, Your Honor. Thank you.

3 THE COURT: All right. Thank you, Mr. Nelson.

4 You're excused.

5 All right. Any other evidence from the trustee?

6 MR. URBANIK: No, Your Honor.

7 THE COURT: All right. Trustee rests.

8 Does Mr. Baron have any additional evidence?

9 MR. COCHELL: No, Your Honor.

10 THE COURT: All right. I'll hear closing arguments
11 very briefly, please.

12 MR. URBANIK: Your Honor, we employed Sedo pursuant
13 to an order on October 7th, 2011 to sell the domain name and
14 their highest offer is 100,000 dollars. We terminated Sedo on
15 September 13th, 2012 and since then we have marketed the name
16 on our own and we now have the offer for 300,000 dollars. No
17 one here has shown us, at least, a legitimate argument
18 regarding any flaw or problem with our sale process or sale
19 procedures. We have a willing -- a ready and able buyer to go
20 forward on a purchase who has 40,000 dollars of earnest money
21 and we feel that the sale procedures are reasonable and
22 appropriate and designed to maximize the value of the domain
23 name. They are very consistent, if not even -- maybe more
24 generous than the sale procedures approved in many other
25 bankruptcy cases.

1 So I know the judge, you wanted us to focus on the
2 merits of the sale motion and then Mr. Baron's ownership of
3 the domain name. Nothing Mr. Baron himself raised regarding
4 problems I thought was a basis to not approve the sale
5 procedures we have heard. Nothing from Mr. Baron has shown
6 that he's made any efforts to sell domain names or has any
7 legitimate reason to oppose it although he keeps referencing
8 the receiver's efforts to sell domain names in 2012. We're
9 only selling one name, not 154 -- 153,000 names.

10 Regarding Mr. Baron's -- so with respect to the sale
11 procedures, we would ask the Court to approve the sale
12 procedures as reasonable and in the trustee's business
13 judgment and also approve the finding of XBT as a good faith
14 purchaser of value and that the Court shorten the fourteen-day
15 stay period under Rule 6004.

16 With respect to Mr. Baron's ownership of the domain
17 name, Ondova was clearly insolvent. It was in the zone of
18 insolvency because of that agreement with Mike Emke was nearly
19 three weeks before Ondova filed. There's already a
20 presumption of insolvency. The Court can take judicial notice
21 of the claims register in the Ondova case. The Court can take
22 judicial notice of the -- of the fact that Mr. Baron did not
23 object to the sale in 2011. The Court can take notice that
24 Mr. Baron took no steps to intervene in the adversary of Mike
25 Emke. There's not been any stay of the order approving the

Closing Argument - Mr. Urbanik

180

1 sale in 2011. Not been any order staying Mr. Baron's personal
2 bankruptcy case. So regarding Baron's claim on ownership,
3 those are some the things the Court can look at.

4 There's not been any evidence that Mr. Baron provided
5 any consideration through Ondova to get the benefit of that
6 reversionary interest. There's no evidence that Mr. Baron
7 took any efforts to get a perfected security interest or lien
8 in the domain name.

9 Mr. Baron is an officer of Ondova; he was a sole
10 officer so he was an insider. He says he paid attorneys' fees
11 to Ondova to fight Mr. Emke but there's no evidence of any
12 attorneys' fees. As an insider, there's a sort of an
13 additional hurdle that Mr. Baron would have to show that
14 somehow this transaction where he got a reversionary interest
15 was fair and reasonable and for consideration.

16 Mr. Baron could not recall any other officer of
17 Ondova let alone another founder. He did not know who owned
18 the stock of Ondova. And in the event that somehow Mr.
19 Baron's claim against Servers, Inc. vested, I think Ondova
20 would then have another claim against Mr. Baron for breach of
21 fiduciary duty because we saw absolutely no legitimate reason
22 today why Baron should get a reversionary interest in the
23 domain name servers.com. And those are just the facts or
24 reasons, Judge. Obviously, Section 549 is applicable here.
25 This was a post-Ondova petition transaction.

1 We have fully briefed ipso facto clauses in the
2 appeal before Judge Furgeson not yet in the Fifth Circuit but
3 this is clearly an unenforceable ipso facto clause in
4 connection with Ondova. And, in fact, I don't have the site
5 right here at the podium but in the Lehman Brothers case where
6 there were businesses that all over the map courts found that
7 these provisions that were triggered on the insolvency are
8 simply unenforceable. And ipso facto clauses have a very
9 broad longstanding history.

10 So not even having briefed ipso facto, we believe
11 that under 549, under all the factual bases here and also the
12 Court's power to sell the name under 363, there's really no
13 reason to hold up this sale.

14 This offer is a very, very good offer. Our sale
15 procedures are designed to bring in buyers. Mr. Nelson didn't
16 say this but there's sort of a different -- there's a
17 different element when you put an ad in that says we have a
18 buyer and we're going to sell it and the hearing is this date.
19 That brings people to the table more than having a Sedo broker
20 call somebody and say, oh, they're going to sell the name.

21 When you have a bankruptcy auction I do believe that
22 businesses pay more attention to them, they see that that name
23 is finally going to go after all these years of being in play
24 and in controversy and we may obtain a buyer, a big industry
25 player, to purchase this name where it's simply a broker

1 calling or seeing the blue page would not achieve that same
2 result.

3 So we may get the prices that Mr. Baron was talking
4 about or at least implied in a filing with the Fifth Circuit,
5 so for all of the reasons -- I know I'm talking fast, Your
6 Honor -- we don't think there was any evidence presented by
7 Mr. Baron today that would in any way be inconsistent with
8 this Court's approving our sale motion, our sale procedures.
9 If the Court approves the motions, we will coordinate with
10 Traci Davis on the follow-up hearing date. But as I stated on
11 the record earlier, it's a thirty-day marketing period with a
12 fixed date for the qualified bidder, a fixed date for the
13 auction. We will put all that in the notice.

14 You didn't ask any questions for buyers' counsel;
15 he's on the phone and he can answer any questions the Court
16 has regarding the qual -- they're ready, willing and able to
17 close on the purchase. It's probably maybe appropriate to do
18 that today while we're all here.

19 And then finally, I would ask the Court to maybe re-
20 look at the findings and conclusions from the Emke adversary
21 which was hotly contested. The Court did make a lot of
22 findings based on evidence about ownership and who did what
23 and I think I cited Docket 130, no one appealed the facts of
24 what happened in Ondova and Mr. Baron didn't intervene. Mr.
25 Baron didn't file a motion, he didn't object to the sale of

1 the name in 2011.

2 And, Your Honor, I'm probably beating -- take up the
3 Court's time but I'm still very certain that this -- Mr.
4 Baron's standing is suspect in light of Mr. Litzler being his
5 trustee and a lack of showing of any pecuniary interest in his
6 personal case that he would have any standing today.

7 So I'm just going to close on that note, Your Honor,
8 but we would ask the Court to approve the motion for all of
9 the reasons that I just went through and I'm happy to answer
10 any questions or go into anything in more detail.

11 THE COURT: All right. Not at this time.

12 MR. URBANIK: Okay. Thank you.

13 THE COURT: Thank you. Mr. McCullough, briefly.

14 MR. MCCULLOUGH: Yes, Your Honor.

15 I guess recognizing the agreement that we have with
16 the Ondova estate that with the -- ownership doesn't need to
17 be decided today. I think you can sell it subject to a bona
18 fide dispute. I think that's well within the Court's power to
19 do and I think the Court should do and then we can just
20 resolve these issues once the proceeds come in.

21 THE COURT: Thank you. All right. Mr. Cochell?

22 MR. COCHELL: Yes, Your Honor.

23 Your Honor, we think that the Emke settlement
24 agreement did create a fundamental change in the ownership of
25 the company. It went to Servers, Inc. and then Ondova's

Closing Argument - Mr. McCullough; Mr. Cochell

184

1 ownership became that of a stockholder not entitled to the
2 underlying assets on demand. And so that is very fundamental.
3 And then when there's the order of receivership, we believe,
4 also that the ownership reverted to Mr. Baron and Mr. Emke.
5 We think there was consideration for that as shown by
6 Mr. Baron's testimony that yes he did pay attorneys' fees
7 personally for the litigation, that he had claims that he
8 compromised --

9 THE COURT: Okay. What's the real -- I didn't get
10 any evidence other than he thinks he paid some attorneys'
11 fees.

12 MR. COCHELL: Right.

13 THE COURT: I didn't get any evidence of what claims
14 and what lawsuits.

15 MR. COCHELL: Right.

16 THE COURT: He personally asserted against Emke.

17 MR. COCHELL: Right. And, Your Honor --

18 THE COURT: I said at the beginning of today I wanted
19 evidence.

20 MR. COCHELL: Right.

21 THE COURT: Where's my evidence?

22 MR. COCHELL: Well, you said at the beginning of
23 today, that's correct, and the evidence is in the possession
24 of the receiver and of Mr. Schepps who has refused to give it
25 to us. So that's where the evidence is.

Closing Argument - Mr. McCullough; Mr. Cochell

185

1 Mr. Baron has been in receivership. He hasn't had
2 these documents. He --

3 THE COURT: First of all, the lawsuits are a matter
4 of public record.

5 MR. COCHELL: Right.

6 THE COURT: You're an attorney and you know how to
7 get answers, counterclaims, et cetera, et cetera.

8 MR. COCHELL: Right.

9 THE COURT: Okay. Nobody's holding that information
10 hostage.

11 MR. COCHELL: Right.

12 THE COURT: Okay. So you had the ability, you had
13 the time, I have no information about what claims have been
14 asserted, and you quote several lawsuits Emke filed against
15 Compana. And you're telling me Mr. Baron had no ability to
16 retrieve records of what legal fees he may have personally
17 paid in connection with Ondova -- Servers litigation against
18 Mr. Emke.

19 MR. COCHELL: Well, how could he?

20 THE COURT: How --

21 MR. COCHELL: He doesn't have copies of them.

22 THE COURT: Okay.

23 MR. COCHELL: I mean the receivers never --

24 THE COURT: Okay. How many bank accounts has Mr.
25 Baron had in that time period? That's a very simple question.

Closing Argument - Mr. McCullough; Mr. Cochell

186

1 MR. COCHELL: All right.

2 THE COURT: The answer is what?

3 MR. COCHELL: I don't know the answer.

4 THE COURT: You have the ability to get the answer to
5 get that question. You could go to the bank --

6 MR. COCHELL: Yes.

7 THE COURT: -- and get copies of these records. What
8 am I missing? What are you missing?

9 MR. COCHELL: What you're missing is that Mr. Baron
10 does not have unlimited resources. His resources are in the
11 hands of other people and have been for many years. The
12 ability to go out and spend a couple thousand dollars is not
13 his to enjoy at this point in time and that's just a fact of
14 life. And lawyers who step in and try and help him don't have
15 unlimited time and resources.

16 So my basic thesis -- my basic argument earlier today
17 I think still stands that this determining ownership is really
18 properly the subject of an adversary action. He's asserted
19 it. He has a right to discover. We came in without any
20 documents, so did Mr. Baron and that's the point of that
21 cross-examination. He didn't bring it with him.

22 THE COURT: Whose burden is it under --

23 MR. MCCULLOUGH: There was no right to discovery,
24 Your Honor.

25 THE COURT: Tell me this, whose burden is it under

1 363?

2 MR. COCHELL: Well, I think the burden initially is
3 on the trustee to come forward and show that it's a proper
4 sale.

5 THE COURT: Keep going.

6 MR. COCHELL: And I think the burden also is on the
7 trustee when he files an adversary action.

8 THE COURT: Okay. I'm going to answer my own
9 question.

10 MR. COCHELL: Yes, Your Honor.

11 THE COURT: 363(p), "In any hearing under this
12 section," okay, in any hearing under Section 363 of the
13 Bankruptcy Code regarding potential sale of assets, "the
14 trustee has the burden of proof on the issue of adequate
15 protection; and (2) the entity asserting an interest in
16 property has the burden of proof on the issue of the validity,
17 priority, or extent of such interest." There's the answer to
18 my question.

19 MR. COCHELL: All right.

20 THE COURT: Your client who is asserting an interest
21 in the domain name servers.com has the burden of proof on the
22 validity, priority or extent of his interest.

23 MR. COCHELL: And what we're saying is that --

24 THE COURT: There is my evidence.

25 MR. COCHELL: Your evidence is subject to discovery.

1 We haven't had discovery. And you cannot -- you --

2 THE COURT: What evidence is subject only to
3 discovery?

4 MR. COCHELL: Evidence of the by-laws, the corporate
5 minutes, the stock certificates, the ownership of the company,
6 the course of conduct of the company, correspondence as to
7 what the intention of the party --

8 THE COURT: What is that going to tell me?

9 MR. COCHELL: It would --

10 THE COURT: What is that going to tell me about the
11 ownership of servers.com?

12 MR. COCHELL: I think it would have a lot to do with
13 the agreement regarding to servers.com. I think -- you were
14 asking, people were asking what --

15 THE COURT: Your whole argument, is it not, is that
16 paragraph 4, section 4 of the July 6, 2009 settlement
17 agreement operated here such that when this Court appointed
18 Mr. Sherman receiver to sell the name somehow that created a
19 situation where Jeff Baron owned fifty percent of the name,
20 servers.com. Isn't that your whole argument? And what
21 discovery is going to shed light on that interpretation?

22 MR. COCHELL: Well, Your Honor, I'm not going to
23 quibble with you. I think that --

24 THE COURT: I'm just asking the question.

25 MR. COCHELL: -- part of it is --

1 THE COURT: What evidence could you get in discovery
2 that would shed light on the meaning of this section 4?

3 MR. COCHELL: Well, part of it would be to have
4 people who actually provide documents to me before the hearing
5 and people who will give me information prior to the hearing,
6 that's called discovery. You know that. And --

7 THE COURT: Did you serve discovery --

8 MR. COCHELL: Your Honor, no, I didn't. And the
9 reality is that we have limited resources and time to do this
10 stuff. And the Court -- I mean all we can do is what we can
11 do. You may find fault with the lawyering, with the facts,
12 that's fine, but all I'm saying to Your Honor is that we're
13 not coming here to pull the wool over your eyes or anything
14 like this but we don't have the information in our possession,
15 we don't have the resources to go after it on our own and
16 that's where it stands.

17 And again, I sincerely believe that in this sort of a
18 case on a sale determining the ownership requires an adversary
19 hearing. And I -- I'm not a bankruptcy specialist. I'm not
20 going to argue the point with you because --

21 THE COURT: Is there a reason why you haven't filed
22 such an adversary proceeding?

23 MR. COCHELL: Well, I just -- I just got into this on
24 this aspect of it, Your Honor. I was asked to file the
25 objections a bit before they were due. So no, I haven't. We

Closing Argument - Mr. McCullough; Mr. Cochell

190

1 can file an adversary action but it seems to me that if they
2 had that issue they should have filed it but that's just --

3 THE COURT: They don't think there's an issue.

4 MR. COCHELL: Okay.

5 THE COURT: They think I've litigated this.

6 MR. COCHELL: All right. And then there's also this
7 little detail of everything being on appeal and there is this
8 appeal before the Fifth Circuit on this very same issue and
9 there is this case law whether --

10 THE COURT: Isn't that in a moot that's still --

11 MR. COCHELL: I don't think so, Your Honor.

12 THE COURT: How could it not be moot?

13 MR. COCHELL: Because it's still live and it's still
14 being litigated.

15 THE COURT: Whoa, whoa, whoa.

16 MR. COCHELL: That's why.

17 THE COURT: Whoa, whoa. The motion was a motion to
18 employ Sedo as a broker and then a motion to sell servers.com
19 to the retention of Sedo. That's expired. That relief is no
20 longer being sought. How could that appeal possibly not be
21 moot?

22 MR. COCHELL: I don't know, Your Honor.

23 THE COURT: Who's pursuing that appeal?

24 MR. COCHELL: It's been dormant and I substituted in
25 for Gary Schepps recently.

1 THE COURT: Do you think you have an obligation as an
2 officer of the court to let the Fifth Circuit know that that's
3 a moot appeal?

4 MR. COCHELL: And --

5 THE COURT: That's a question, yes or no?

6 MR. COCHELL: Yes, I do.

7 THE COURT: Okay. Are you going to let them know
8 tomorrow, this afternoon?

9 MR. COCHELL: I'm going to let them know after I
10 review the briefs and verify the representations made in
11 court. It may be that you're absolutely right and if you are
12 I will do exactly what I believe should be done and if it's
13 moot then I will advise the Court and file a suggestion of
14 mootness.

15 THE COURT: How could it now be moot?

16 MR. COCHELL: I don't know but Mr. Urbanik and I
17 haven't discussed it. The first time this was raised was just
18 during the course of this hearing and the mootness issue
19 wasn't raised to me before.

20 Also, Your Honor, I don't know if you're aware of
21 this but Judge O'Connor has established a briefing schedule
22 only involuntary.

23 THE COURT: My law clerk let me know this morning --

24 MR. COCHELL: All right.

25 THE COURT: -- when you all were unaware.

Colloquy

192

1 MR. COCHELL: All right. Okay.

2 THE COURT: So you set a deadline of what, September
3 17th for a response --

4 MR. COCHELL: Right.

5 THE COURT: -- to your motion for stay pending appeal
6 and the reply deadline, I think it's September 25th and he --
7 I don't think he set oral arguments.

8 MR. COCHELL: That's correct.

9 THE COURT: District judges often don't do that.

10 MR. COCHELL: That's correct, Your Honor.

11 THE COURT: No stay pending appeal.

12 MR. COCHELL: Right.

13 THE COURT: Anything else?

14 MR. COCHELL: That's it.

15 THE COURT: Okay. I'm just looking at -- I'm sorry;
16 were you getting up? I've really heard enough.

17 MR. URBANIK: I'm going mention something, Your
18 Honor. I believe Mr. Cochell mentioned earlier that maybe
19 this Court was stayed from proceeding under the Griggs case.
20 If the Court wants to invite a letter brief on whether this
21 court was in any way stayed because of what's happening in the
22 district court, maybe Mr. Cochell could do a letter brief by
23 Thursday or something. We totally disagree. I mean the
24 filing of an appeal doesn't state much or anything. So any
25 ar -- I mean I guarantee you they will appeal what you do

Ruling

193

1 today. There will be an appeal. However you rule, Mr. Baron
2 will order -- will have a lawyer that is paying to hire
3 Cochell, Schepps as to those appeals for Mr. Baron's entities.
4 They'll appeal your order and I just think maybe letter briefs
5 showing some of these arguments that Mr. Cochell is making
6 might be appropriate. I don't believe the Griggs case
7 controls this Court's proceeding today and I don't believe he
8 can overcome the standing issue vis-a-vis Mr. Litzler under
9 many cases including Judge Lindsay's case that I mentioned
10 earlier. So that's a suggestion. I'll sit back down.

11 THE COURT: Okay. I get fixated on a lot of things
12 during hearings and sometimes my law clerk and I are
13 exchanging notes and looking at random things on the docket.
14 Just FYI, I'll share one little tidbit. I had asked her to
15 look at was the ownership interest of Servers, Inc. -- was the
16 fifty-percent equity ownership that Ondova had in Servers,
17 Inc., was it listed in the Ondova bankruptcy schedules. You
18 know, we had talked about the settlement agreement dated July
19 6, 2009, we talked about this ad nauseum today, Trustee's
20 Exhibit 1; we've talked about how that was two weeks --
21 actually, twenty-one days before Ondova filed bankruptcy, and
22 it looked like it contemplated Servers, Inc. would be formed.
23 It wasn't quite formed yet, was it formed yet, Mr. Baron
24 didn't quite know; he -- but he thinks maybe it was formed a
25 few days after this agreement but then he really didn't know.

1 But I think the point is the position of -- I think
2 the position of Mr. Baron has consistently been that Ondova
3 came into the bankruptcy case with a fifty-percent ownership
4 in Servers, Inc. and then he thinks, when I appointed
5 Mr. Sherman, the receiver, with authority to sell sever.com,
6 that meant all of a sudden he had an interest in fifty percent
7 of the domain name.

8 Be that as it may, the fifty-percent ownership
9 interest in Servers, Inc. did not specifically appear in
10 Ondova's Schedule B, signed under penalty of perjury. In the
11 question on Schedule B that does ask about stock interest,
12 equity interest, other kinds of interest, there was a zero
13 dollar amount put on the schedule, not specifically Servers,
14 Inc. zero value; it was just zero for any stock or equity
15 interest the estate might have.

16 I don't know what I should infer from that, but the
17 facts are what they are, and I don't think there's any dispute
18 that the settlement agreement was signed on July 6, 2009. And
19 on July 27th, 2009 the Ondova bankruptcy estate owned fifty
20 percent of some entity that had been formed, or was to be
21 formed, to hold the name servers.com. And I don't think
22 there's any dispute that Ondova has paid the registration fees
23 and any other expenses associated with ownership of this name
24 for many years.

25 I'm just going to also throw out there that when the

Ruling

195

1 Court ruled in the Emke litigation in October 2011, Court
2 really didn't see any relevance in section 4 of the July 6,
3 2009 settlement agreement. The provisions that this Court
4 thought were most relevant were section 2 of the settlement
5 agreement and section 6 of the settlement agreement. Section
6 2 put certain obligations on Mr. Emke to develop a business
7 plan for servers.com to consult with Ondova regarding that
8 business plan, to design, develop an Internet Web site, to use
9 servers.com, which would be a sales and marketing platform for
10 the business, and he would use his best efforts to develop
11 that Web site in a reasonable amount of time, and et cetera,
12 et cetera, other obligations regarding development and
13 capitalizing on that name.

14 And then -- and then -- that was paragraph 2.
15 Paragraph 6 was, if the parties couldn't agree on whether
16 Emke's management is maximizing the value of servers.com, the
17 parties may seek any one of the following remedies: 1, 2, 3,
18 that -- item 2, any one of these remedies could be sought.
19 Item number 2, one party may buy out the other party for a
20 specified price and/or, based on the best effort to attempt to
21 find a buyer -- okay, I'm sorry; it was paragraph 1 remedy
22 that was relevant here: The parties may seek to sell the
23 business and/or domain name and divide the revenues equally.

24 So the litigation that this Court had was asking this
25 Court for declaratory judgment that Mr. Emke had not fulfilled

Ruling

196

1 his obligations under Section 2 to develop the name. Court
2 found he hadn't fulfilled his obligations to develop the name.
3 And then the Court was asked to enter a declaratory judgment
4 that paragraph 6 kicked in, since the parties hadn't agreed on
5 how he was going to manage and use the name, and, pursuant to
6 paragraph 6, a party could seek to sell the domain name.
7 Court declared that provision did apply, so therefore Ondova,
8 one of the parties to the settlement agreement, could seek to
9 sell the business. And as a mechanic for accomplishing that,
10 I appointed Mr. Sherman to essentially be a receiver of that
11 name to sell and market.

12 Now, I'm telling you right now I do not think
13 paragraph 4 really was triggered by that series of events.
14 There wasn't a technical insolvency or receivership or other
15 default of the company Servers, Inc. to trigger reversion of
16 the name to Jeff Baron and Mike Emke jointly and equally. The
17 Court was again declaring section 2 of the agreement violated
18 by Emke, and section 6 of the agreement triggered so that
19 Ondova could force a sale of the domain name. And because we
20 had the unique situation of one party being in bankruptcy and
21 having a bankruptcy trustee who was uniquely experienced with
22 selling assets, it made sense to essentially make him a
23 receiver of the name so that he could sell and market it. It
24 wasn't really the equivalent of a receivership over Servers,
25 Inc.

1 But even if paragraph 4 was triggered, again we have
2 this issue of a post-petition transfer of property of the
3 Ondova estate to the shareholder. We have Section 549 of the
4 Bankruptcy Code that I'm not sure such a transfer would be
5 consistent with. But even more problematic, we have an
6 agreement that was entered into on the eve of Ondova's
7 bankruptcy, three weeks before Ondova's bankruptcy, that
8 created this reversionary interest in Jeff Baron, and there's
9 no evidence of what consideration he might have given as
10 reasonably equivalent value; just his testimony that maybe he
11 paid legal fees -- he's not sure how much -- maybe he paid
12 some legal fees of Ondova associated with the Emke litigation,
13 and maybe he asserted claims personally against Mr. Emke, but
14 we don't have any evidence of that.

15 All this to say the best thing we have here, the most
16 we have here in favor of Mr. Baron, is some argument of a bona
17 fide dispute with regard to the ownership of the name. He had
18 the burden under 363(p) to show that, and really that's just
19 relevant to then determine if there is a sale of the asset, if
20 we have to provide adequate protection of his interest that's
21 in bona fide dispute.

22 On balance, what this all means is there is authority
23 under 363(b), (f) and (p) for the trustee to attempt to sell
24 the domain name servers.com. Again, at best, there is an
25 interest in Baron that is subject to a bona fide dispute, and

1 363(f) provides that the trustee can sell an asset as to which
2 there's some bona fide dispute; it's just a matter of any
3 interest, any claims against the assets attach to the
4 proceeds, to the same extent they have validity against the
5 actual asset. And later we can sort out who gets the
6 proceeds.

7 So there is authority under 363(b) and (f) to approve
8 a potential sale. The Court looks at is there an exercise of
9 reasonable business judgment here by the trustee in wanting to
10 enter into the sale procedures, is there a sound business
11 justification, and the Court finds yes on both counts. I
12 think there is no other option with regard to this asset that
13 might maximize value for all parties-in-interest; there is not
14 the money to potentially develop the name; there has not been
15 a viable competing option presented to the Court for a
16 potential joint venture; et cetera. Moreover, the trustee has
17 made attempts to sell this asset in the past, and this is the
18 best offer, the one from XBT, that has been presented to him
19 thus far.

20 So I am approving XBT as a stalking-horse bidder at
21 the proposed offer price of 300,000 dollars. The Court will
22 approve these proposed bid procedures for there to be a
23 thirty-day marketing period. There shall be a bid deadline
24 that will be at least thirty days after notice of the sale has
25 been provided by the trustee. After the bid deadline, if

1 there are competing qualified bidders, the trustee shall
2 conduct an auction; I'm thinking an auction somewhere in the
3 neighborhood of five days after the bid deadline would be
4 appropriate. The required topping bid would be 300,000 --
5 330,000 dollars, with a 40,000-dollar deposit and evidence of
6 financial wherewithal to be provided to the trustee.
7 Subsequent bidding will be in minimum increments of 10,000
8 dollars.

9 The Court does approve a breakup fee to XBT if it is
10 not the ultimate winning bidder, of 20,000 dollars, and the
11 Court is only approving that at this time. Any request to
12 increase that would have to be made by a subsequent motion.

13 We will have a sale hearing at which the Court will
14 hear reports of the auction process and will consider approval
15 of either the XBT 300,000-dollar bid or a higher and better
16 offer if any is received.

17 And we'll do that sale hearing, Mr. Urbanik, I would
18 say, at least three days after the auction. So why don't you,
19 I guess, follow up with Ms. Davis separately and work
20 backwards.

21 MR. URBANIK: Yes.

22 THE COURT: Again, at least a thirty-day marketing
23 period after your notice goes out, and then a bid deadline at
24 least thirty days after, and then an auction at least five
25 days after, and then a hearing at least three days after.

Ruling

200

1 All right. Anything else?

2 All right, well, I hope you will have an answer from

3 Judge O'Connor sometime in late September/early October on

4 whether there is going to be a stay pending appeal.

5 Otherwise, you're certainly all welcome to submit any briefing

6 you want on this issue, but I thought I learned in law school

7 that if a party didn't have a stay pending appeal on an order,

8 that everyone could go forward and rely upon and act on the

9 order. So that's why I continue to go forward in the Baron

10 involuntary case as well as in the Ondova case where there're

11 specific orders that have been appealed.

12 All right, we'll look for your order, Mr. --

13 MR. URBANIK: Thank you, Judge.

14 THE COURT: -- Urbanik.

15 (Whereupon these proceedings were concluded at 5:11 PM)

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

OPENING STATEMENTS	PAGES
Mr. Urbanik	6-11
Ms. Lambert	12-13
Mr. McCullough	13-14
Mr. Cochell	14-32

WITNESS	EXAMINATION BY	PAGE
Daniel J. Sherman	Mr. Urbanik	39
Daniel J. Sherman	Mr. Cochell	56, 77
Jeff Baron	Mr. Urbanik	88
Jeff Baron	Mr. Cochell	126
Jeff Baron	Mr. Urbanik	156
Damon Nelson	Mr. Urbanik	162
Damon Nelson	Mr. Cochell	169
Damon Nelson	Mr. Urbanik	177

E X H I B I T S

DEBTOR'S	DESCRIPTION	ID.	ADM.
1	Order appointing receiver	62	63
TRUSTEE'S	DESCRIPTION	ID.	ADM.
1	July 6, 2009 settlement agreement		42

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

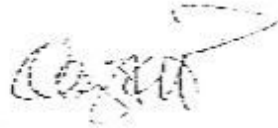
RULINGS

	Page	Line
Motion of Daniel J. Sherman to strike the	11	27
Baron objection, overruled.		
XBT is approved as a stalking-horse bidder at	198	20
the proposed offer price of 300,000 dollars.		
The proposed bid procedures are approved.	198	22
There will be a thirty-day marketing period.	198	23
There shall be a bid deadline that will be at	198	23
least thirty days after notice of the sale		
has been provided by the trustee.		
After the bid deadline, if there are	198	25
competing qualified bidders, the trustee		
shall conduct an auction, at which the		
required topping bid would be \$330,000,		
with a \$40,000-dollar deposit and evidence		
of financial wherewithal to be provided		
to the trustee. Subsequent bidding will		
be in minimum increments of \$10,000.		
Breakup fee of \$20,000 to XBT if it is not	199	9
the ultimate winning bidder, is approved.		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

I, Clara Rubin, certify that the foregoing transcript is a true and accurate record of the proceedings.



CLARA RUBIN

Veritext

200 Old Country Road

Suite 580

Mineola, NY 11501

Date: September 17, 2013

A	134:16	advisor (1)	88:25;89:2;100:20;	121:15
abandoned (2)	actual (3)	54:11	101:2,5,8,11;105:15;	ambit (1)
39:13;131:20	18:3;170:3;198:5	affairs (2)	106:7,10;108:22;	18:15
ability (7)	actually (18)	44:10;93:13	109:20;110:14;	amended (1)
40:18;131:25;	6:19;7:7;40:25;	afternoon (9)	137:24;138:25;	33:10
171:9;185:12,15;	74:6;77:21;82:17;	76:15;78:11,12,	139:18,21;140:1;	Amendment (1)
186:4,12	128:8,17;143:24;	21;79:11,24;81:25;	141:4,6,24;142:23;	23:22
able (9)	165:2;166:14;167:4;	83:8;191:8	144:1,4,8,11,21;	among (1)
33:21;43:15;	170:21;171:21,23;	Afternoon's (1)	146:21;153:16,23,	137:25
65:18;82:22;98:8;	172:22;189:4;	79:12	24,25;154:24;158:6;	amount (5)
130:3;131:17;	193:21	again (28)	177:2;179:18;	115:22;125:1,2;
178:19;182:16	ad (3)	8:15;29:9;30:3;	183:15,24;188:13,	194:13;195:11
absolute (1)	167:3;181:17;	31:4;44:12;65:14;	17;193:18,25;	amounts (2)
124:15	193:19	66:17;81:20;89:7,	194:18;195:3,5,5;	98:10;132:15
Absolutely (7)	addition (2)	23;90:24;92:12;	196:8,17,18;197:6	amplify (1)
52:24;54:19;60:9;	129:18;166:10	94:7;104:16;106:23;	agreements (5)	82:14
132:25;136:22;	additional (3)	114:18;118:19,24;	141:7,8,8;143:5;	amuck (1)
180:21;191:11	50:5;178:8;180:13	119:15;128:9;	159:8	157:7
acceptable (4)	address (4)	154:25;158:25;	ahead (6)	analogous (1)
76:2;142:3;	10:20;34:22;	160:6;189:17;	3:22;4:10;62:12,	19:19
144:16;148:17	129:21,22	196:17;197:1,24;	19;131:8;172:3	analyze (4)
access (10)	addressed (1)	199:22	air (1)	124:5;128:21,22;
86:4,17;126:21,	43:13	against (39)	122:17	130:3
23;127:6;128:7;	addresses (1)	23:5,8,15,17;24:4;	Alex (1)	analyzed (1)
169:18;172:11,24;	52:14	36:7;89:25;97:8;	165:9	17:13
173:13	adequate (2)	98:5;102:7,17,20;	Alexi (1)	and/or (4)
accomplishing (1)	187:14;197:20	107:5;109:10;110:7,	165:9	61:13;141:9;
196:9	admin (1)	24;111:14,17,25;	Alex's (1)	195:20,23
according (1)	170:19	112:5,23;114:9,14,	165:16	Andrea (10)
61:6	admission (1)	14;121:1;137:6,11,	allegation (2)	109:11;110:23;
accordingly (1)	63:14	15,18;138:8;153:25;	110:15,16	111:10,21,24;
149:6	admitted (3)	180:19,20;184:16;	allegations (1)	112:16;114:6,9,14,
account (5)	42:15,18;63:19	185:14,17;197:13;	147:1	23
96:21,24;97:6;	admonished (1)	198:3,4	alleged (1)	Andreacom (1)
167:4;176:20	81:16	agent (1)	16:19	114:23
accounts (1)	ads (3)	21:9	allegedly (1)	announced (1)
185:24	51:17,19;157:5	aggregate (2)	17:7	20:20
accurate (2)	adversary (42)	87:15,22	allow (4)	answered (5)
133:20,22	5:10;8:23;28:3,6,	ago (16)	30:10;84:25;	108:14;122:21;
achieve (4)	24;30:6;34:24;	58:25;65:17;80:7;	116:22;131:2	123:19;171:17;
13:11;22:21,22;	38:19;41:24,24;	81:15;89:5;90:25;	allowed (9)	172:1
182:1	43:16,19,20,22,24;	91:10,11;98:21;	29:5;83:20;90:2,3,	anticipate (2)
acknowledge (1)	44:15,15;45:4,7,10,	104:13;113:7;	3;107:8;129:11;	34:6;176:17
9:22	17,23,25;46:13,20;	146:17;150:10;	136:24;164:11	anymore (2)
acknowledging (1)	71:16;72:12;83:23;	176:1,13,14	allowing (1)	39:12;175:15
30:5	84:2,7;102:14,17,22;	agree (9)	124:6	apart (2)
acquire (1)	173:19;174:3;	13:20;31:2;40:10;	allows (2)	90:4;137:3
142:16	179:24;182:20;	60:7;85:17;89:20;	29:8;84:18	apologies (1)
acquiring (1)	186:18;187:7;	111:19;133:12;	all's (1)	62:13
142:14	189:18,22;190:1	195:15	almost (2)	apologize (1)
act (1)	advertised (3)	agreed (3)	46:16;146:4	81:12
200:8	124:21,24;125:3	27:21;50:17;196:4	alone (1)	Apparently (3)
acting (1)	advertising (7)	agreeing (2)	180:17	50:25;69:4;106:16
163:2	68:2;146:24;	12:23;138:2	along (2)	appeal (74)
action (7)	147:3,7,12,14;166:4	agreement (79)	56:24;174:16	14:18,19,21,21,23,
19:24;28:3,24;	advise (2)	5:17,18;7:5;8:12;	alter (1)	24;15:4,9;16:8,11,
45:25;186:18;187:7;	7:5;191:13	10:6;11:6;12:8;13:5,	16:7	14,23,24;17:17,18;
190:1	advised (1)	13,17;14:14;25:9;	although (4)	18:5,7,10,18,23,24;
active (1)	105:8	26:20,25;27:15,18;	83:10;84:2;94:13;	19:14,18,20,21,25;
57:20	advises (1)	32:5;40:10;41:7,16,	179:7	24:25;32:18,20,21;
actively (1)	52:16	19;42:19;44:8;	always (5)	37:2,18;38:7,19;
	advising (1)	60:13;63:23;69:5;	46:10,17;72:8,18;	39:1,4;46:24;47:8,
	165:24	71:5;85:11;86:14;		13,15;48:10,12,25;

49:2;74:22;75:1; 103:1,9,10,15,25; 104:4,6,7;108:18; 118:10;119:14; 123:6;174:4,7; 181:2;190:7,8,20,23; 191:3;192:5,11,24, 25;193:1,4;200:4,7 appealed (9) 16:17,19;74:21; 103:7;104:11; 108:16;174:6; 182:23;200:11 appeals (7) 16:12;34:15; 46:19;108:12;120:6; 174:2;193:3 appear (4) 41:18;51:25; 174:3;194:9 appearance (1) 4:10 appearances (2) 3:2,20 appeared (2) 56:7,7 appearing (1) 3:24 appears (4) 5:7;14:24;29:15; 42:25 appellate (1) 48:20 applicable (1) 180:24 application (1) 59:1 applications (1) 57:10 applied (1) 27:14 apply (1) 196:7 appointed (9) 5:19;27:6;39:24; 44:9;97:19;126:5; 188:17;194:4; 196:10 appointing (6) 26:23;62:4,22; 63:12,20;138:15 appointment (1) 88:10 appraisal (2) 150:8;151:25 appraisals (2) 150:13;151:23 appraise (1) 65:3 appraised (5) 58:7,18;59:20; 149:5,13 appraiser (5)	150:14;151:10,13, 16,25 Appraisers (2) 64:24;151:21 appreciate (2) 22:7;68:19 approach (1) 41:25 appropriate (7) 28:1;64:14; 118:10;178:22; 182:17;193:6;199:4 approval (2) 4:22;199:14 approve (11) 45:8;51:13;101:7, 11;179:4,11,13; 183:8;198:7,22; 199:9 approved (2) 49:6;178:24 approves (2) 52:5;182:9 approving (8) 38:20;45:8,13; 54:22;179:25;182:8; 198:20;199:11 approximately (1) 164:12 April (1) 110:14 ar (1) 192:25 argue (3) 10:4,22;189:20 argument (19) 5:7;8:12;9:10; 10:17;26:12,19; 27:4;31:20;39:4; 65:21;74:22;85:10; 86:7,11;178:17; 186:16;188:15,20; 197:16 arguments (7) 8:21;10:14;25:6; 26:19;178:10;192:7; 193:5 arose (1) 118:21 around (9) 109:3;112:23; 134:14;152:7; 163:15;164:18; 168:1;170:2;173:9 arrange (1) 130:6 arrangement (1) 174:22 arrangements (2) 158:16;175:13 articulating (1) 89:12 artwork (1)	132:18 aspect (1) 189:24 aspects (1) 16:13 assert (2) 36:7;118:11 asserted (6) 36:18;110:24; 184:16;185:14; 186:18;197:13 asserting (3) 74:10;187:15,20 assessed (1) 44:7 assessing (1) 12:12 asset (23) 13:14;21:22; 25:21;29:23;67:10, 16;69:25;70:1,5; 72:18,19,20;84:19; 95:2;132:10;133:21; 134:6;156:16; 197:19;198:1,5,12, 17 assets (10) 19:17;25:25; 29:21,22,25;176:24; 184:2;187:13; 196:22;198:3 assigned (1) 100:21 assisted (1) 163:1 assisting (1) 162:21 associated (3) 152:19;194:23; 197:12 assume (2) 143:18;150:2 assumed (1) 34:20 assuming (3) 17:7;27:14;130:13 assure (1) 107:15 attach (1) 198:3 attached (5) 13:8;14:22;25:5; 42:9;62:2 attempt (2) 195:20;197:23 attempted (1) 130:20 attempting (1) 44:8 attempts (1) 198:17 attention (2) 84:11;181:22	attorney (6) 51:10;56:3;123:5, 6;126:5;185:6 attorney- (2) 99:23;123:10 attorney-client (6) 99:17;103:17; 105:1;117:4;118:24; 123:8 attorneys (1) 7:9 attorneys' (4) 180:10,12;184:6, 10 attorney's (5) 44:7;45:14;52:17; 56:25;57:10 attractive (1) 159:22 attractiveness (2) 134:16;159:18 auction (25) 5:3,4,24;8:7;50:5; 52:1,6,9;54:21; 83:16;124:13;128:4, 5,7,12,14;129:14,18; 181:21;182:13; 199:2,2,14,18,24 Audio (1) 3:1 August (8) 6:13;35:20,25; 36:2,16;50:15; 164:4;173:24 authoritative (1) 170:24 authorities (1) 9:7 authority (9) 15:22;29:15; 44:11;172:9,18,19; 194:5;197:22;198:7 authorize (2) 47:22;85:15 authorized (1) 47:24 authorizes (1) 52:4 automatic (3) 9:11,14;12:5 automatically (1) 132:21 available (1) 126:12 avenue (1) 176:24 average (1) 176:3 avoided (1) 116:17 awaiting (1) 39:7 award (1)	45:9 aware (29) 40:20;46:19; 49:17;50:4;59:24; 73:9,12,16;77:9,10; 101:24;102:2,6,24; 103:4,9,10;116:8,11, 22;123:14;125:5,12; 132:14;136:4;163:7; 167:17;168:20; 191:20
B				
back (49) 15:8;20:11,17,19; 23:2;26:11,15;29:9; 38:9;40:19;41:6; 46:17;48:1;50:13; 54:22;55:1;65:16; 74:13;76:9;78:11; 79:10,11,17,18,25; 81:7,9,13;85:21; 86:1,13;89:25;90:5; 94:12;99:1;100:19; 104:14;112:2; 113:11;114:19; 138:22;150:22; 153:19,22;154:20; 170:1;171:9;177:18; 193:10 backup (1) 138:22 backwards (1) 199:20 bad (2) 21:17;22:24 badly (1) 81:9 balance (1) 197:22 bank (7) 96:21,24;97:5; 98:3,9;185:24;186:5 banking (3) 97:12,14,18 bankruptcy (69) 14:7;15:17;16:18, 20;17:21;18:1; 19:23;20:20;21:4, 12;22:20;24:21; 26:4;27:3,13,16,17; 28:22;29:5,7;30:1; 31:15;35:22;37:15; 40:11,20;43:1;55:8; 60:22;61:23;69:6; 70:2;75:13,16,19; 84:19;93:12;104:19, 24;105:3,5,7;106:19; 108:23,24,25; 116:11,15,17,22; 118:3;121:10;122:2, 23;176:20;178:25;				

180:2;181:21; 187:13;189:19; 193:17,21;194:3,19; 196:20,21;197:4,7,7 barometer (2) 133:20,23 Baron (153) 3:24;4:3;5:6,22; 6:7,15,17;7:3,4,9,10, 14;8:11;9:1,7,11,14, 16;10:19;12:10,16, 25;13:7,17;14:16; 21:4,17;22:22; 24:19;26:1;27:8,18; 28:25;30:15;34:22; 35:22;36:10;38:8, 17;39:2;41:5;42:24; 45:19;48:9;49:1; 50:20;52:13,18;56:5, 14;57:7,21;58:1; 61:15;63:24;64:4; 68:9,21;69:3,14; 70:2;71:3,10;72:20; 73:22,25;74:3,10,21; 76:12,16;77:9; 78:14;80:1,17,21,25; 81:2,5;82:1;83:10; 84:1,22;85:4,20; 86:10;87:3,10,12,25; 88:2,7,9,10,19,23; 93:12;99:1;101:24; 102:24;105:9; 107:17;108:11; 115:13;116:8;117:6; 120:10;124:1;126:4, 15;140:5,18,20,25; 143:23;156:22; 161:7;167:18; 168:17;174:3,8,21; 178:8;179:3,5,22,24; 180:4,6,9,13,16,20, 22;182:3,7,24,25; 184:4;185:1,15,25; 186:9,20;188:19; 193:1,23;194:2; 196:16;197:8,16,25; 200:9 Baron/Emke (1) 26:25 Baron's (23) 5:8;12:7,17,22; 20:20;22:19;31:24; 45:21;46:7;53:5; 56:3;69:11;130:21; 149:6;179:2,10,16; 180:1,2,19;183:4; 184:6;193:3 base (3) 134:10;153:1,8 Based (11) 76:25;90:24; 104:16;120:9; 124:12;167:24;	168:14;171:14; 175:25;182:22; 195:20 bases (1) 181:11 basic (5) 29:18;65:21; 167:7;186:16,16 basically (11) 5:15;19:2,23; 39:25;40:9,13; 43:25;46:10;50:10; 65:6;141:21 basis (4) 69:7;75:1,22; 179:4 bathroom (1) 81:10 beat (2) 21:1,23 beating (1) 183:2 became (12) 40:19,19;44:23; 73:16;100:4;102:6; 142:12,23,25; 146:11;163:7;184:1 become (6) 51:22;73:9,12; 95:1,24;122:20 beforehand (1) 94:8 began (2) 146:14;164:23 begin (3) 91:17;98:21;164:7 beginning (5) 36:9,25;86:25; 184:18,22 begins (1) 3:1 behalf (11) 3:5,24;57:7,21; 104:20;105:3; 106:13,15,21; 108:18;127:19 behind (2) 151:17,19 bel (1) 53:8 believes (1) 23:9 belonged (1) 139:14 Belton (11) 92:5,8,11,14,19, 20,22;93:1,8,14,18 bench (2) 85:23;140:19 beneficiary (3) 90:13;92:12,14 benefit (3) 84:15;85:5;180:5	besides (4) 10:14;93:20; 101:7;155:22 best (44) 43:23;58:8;64:14, 23;85:14;88:18; 89:6,7,12,13;90:18; 91:11,19,25;92:25; 93:18;94:4,20,23; 95:18;96:12,17; 97:15,16,20;100:22; 104:16,22,22; 105:13,16;114:13, 17;121:25;122:3; 146:12,13,23;147:6; 195:10,20;197:15, 24;198:18 better (14) 23:4;50:9;54:18; 59:22;60:6;61:9; 65:11;86:19;90:9; 131:25;141:2;155:1, 2;199:15 beyond (1) 85:1 bid (19) 12:13;21:1,2,6; 52:10;54:18;64:22; 83:16;134:4;165:16, 17,25;198:22,23,25; 199:3,4,15,23 bidder (9) 21:14;50:6;51:22, 25;54:25;130:12; 182:12;198:20; 199:10 bidders (3) 52:10;128:15; 199:1 bidding (1) 199:7 bids (3) 128:13;129:15,24 big (6) 72:19;125:2; 129:7,8,13;181:24 billion- (1) 73:17 bird (1) 21:14 bit (15) 7:7;8:5,9;47:17; 53:19;65:15;85:24; 89:17;102:15;135:3, 21;138:22;140:25; 155:9;189:25 black-letter (1) 17:22 blank (2) 176:15,16 blocks (1) 81:8 blogs (2)	51:20;166:8 Blue (6) 113:14;115:5; 157:18;164:24; 165:1;182:1 board (4) 14:2;100:21,23,24 boda (1) 197:21 bona (9) 69:22;84:21;85:3, 14,18;183:17; 197:16,25;198:2 book (1) 164:5 books (1) 98:11 Boshoff (1) 166:17 Boston (4) 3:15;4:13;51:6,7 both (9) 9:24;12:24;16:5; 29:5,8;30:8;82:4; 166:15;198:11 bother (1) 121:19 Boy (1) 65:7 BR (1) 19:22 breach (1) 180:20 breached (1) 153:24 break (8) 66:20;68:13;76:9; 80:8;86:8;118:15; 140:5,12 breakfast (1) 152:25 breakup (5) 52:7,15,20;53:1; 199:9 brief (3) 148:24;192:20,22 briefed (3) 47:11;181:1,10 briefing (4) 39:7;86:13; 191:21;200:5 briefly (2) 178:11;183:13 briefs (2) 191:10;193:4 bring (12) 98:18,19;100:14, 18;124:21,24;125:3; 129:2;170:6;173:13; 181:15;186:21 brings (2) 14:3;181:19 broad (2)	157:2;181:9 broken (1) 26:17 broker (8) 36:6,17;49:9; 65:12;74:13;181:19, 25;190:18 brokers (2) 49:13;58:22 broker's (1) 165:22 Brothers (1) 181:5 brought (5) 38:10;90:20; 102:17;104:6,7 Brown (3) 3:9,11,12 build (1) 134:14 building (4) 67:23;80:23; 131:19,23 bump (1) 65:15 bunch (3) 127:3;156:15; 172:5 burden (11) 10:3,16,22;186:22, 25;187:2,6,14,16,21; 197:18 business (17) 4:25;51:19;112:6; 135:24;136:5; 151:17,19;154:4; 166:16;179:12; 195:6,8,10,23;196:9; 198:9,10 businesses (5) 109:10;160:16,17; 181:6,22 businessman (1) 134:7 buy (6) 64:17;129:6,16; 130:6;131:19; 195:19 buyer (15) 125:15,16;129:1, 5;131:13,17,21,24; 132:7;134:3,23; 178:19;181:18,24; 195:21 buyers (12) 14:3;124:25; 125:19;128:18; 129:16,25;130:3; 132:7;134:22;135:1, 4;181:15 buyers' (1) 182:14 buying (1)
---	--	---	---	--

166:3 bylaws (2) 141:7;143:5 by-laws (1) 188:4	23;132:4,9,17; 135:20;138:22; 139:23;140:5; 141:18;146:12,23; 147:6;150:6;151:16, 16,17;155:14; 158:20,21;160:6,15, 19,21;161:1;167:9; 171:8;173:13; 174:13;175:7; 179:20,21,23;180:3; 182:15;183:17,19; 189:10,10;190:1; 193:8;198:1,5	centers (1) 54:6 cents (1) 129:6 certain (14) 5:16;92:1;98:17; 101:18,22;104:7; 105:22;115:24; 121:13;144:19; 163:6;173:9;183:3; 195:6 certainly (17) 46:16;60:6;84:2; 89:25;95:6;107:1, 14;109:13;110:15; 117:25;118:23; 129:23;133:13; 134:19;154:17; 156:6;200:5 certainty (5) 92:1;116:1;137:8, 13,20 certificate (1) 145:6 certificates (2) 145:6;188:5 cetera (6) 5:4;185:7,7; 195:11,12;198:16 challenge (3) 83:19;84:5;86:1 chance (4) 10:13;64:22;85:1; 137:20 change (7) 59:2,5,9;169:24, 24,25;183:24 changes (1) 169:23 Chapter (14) 3:5;4:2,22;9:1,9; 12:7,7,22;39:22; 68:4;88:11;118:18; 162:22;177:1 characters (1) 159:20 charge (2) 158:4;159:12 charged (2) 12:11;40:12 chastising (2) 56:4,6 check (2) 37:13;51:5 chest (1) 36:23 Chestnut (1) 9:15 chief (2) 166:12,12 chills (3) 128:13;129:15,24 choices (1)	79:10 choose (1) 76:23 chunk (1) 160:9 Circuit (24) 16:5,9;18:8,8,17; 19:1,2,5,6,17;32:19, 20;39:6,9;46:25; 49:2;86:13;120:6; 148:24;149:12; 181:2;182:4;190:8; 191:2 Circuit's (1) 9:15 circumstances (3) 53:15;63:22;141:3 cite (4) 9:15;16:2;17:3; 18:6 cited (1) 182:23 citing (1) 17:22 claim (23) 9:16;22:14;36:7, 18;88:21;94:5,20; 95:6;111:25;114:9, 14,16,18;115:6,7; 118:11;119:8;121:1; 142:10,12;180:2,19, 20 claimed (3) 94:21;110:9;115:8 claiming (1) 77:10 claims (32) 89:11,24,25;109:9, 9,12;110:9,24;111:1; 112:5,8,23;114:5; 137:5,9,10,15,16,18; 138:3,8;147:1; 153:25;155:20; 156:3,11;179:21; 184:7,13;185:13; 197:13;198:3 clarify (2) 141:23;167:1 clause (2) 27:4;181:3 clauses (2) 181:1,8 clear (10) 10:6;14:18;19:4,8, 10;82:2;83:22; 84:22;85:22;86:24 clear-cut (1) 85:4 clearly (3) 109:8;179:17; 181:3 CLERK (7) 3:2;79:22;80:14;	82:25;140:15; 191:23;193:12 client (24) 22:13;24:15;28:7; 29:13;30:6,9;32:3, 11;33:23;34:1; 78:22;79:2,14; 99:25;105:11; 106:17;107:7;117:8, 12;123:11;124:20; 125:3;161:3;187:20 clients (1) 78:25 close (3) 21:12;182:17; 183:7 closely (4) 101:4;144:9,23; 168:24 closest (1) 152:9 closing (2) 26:19;178:10 cloud (8) 53:21;54:4,5; 59:14,15;66:25; 133:11,15 cloud-based (3) 51:19;53:22; 166:11 clouds (1) 166:8 clues (1) 80:2 Coastal (1) 16:4 COCHELL (337) 3:14,21,23,24;5:7; 7:12;11:21,22,24; 14:8,9;15:5,7,10,12, 14,17,19,21,24;16:1, 21;17:1,3,12,20,24; 18:2,4,6,21,25;19:9, 11,13,15,22;20:2,4,6, 8,10,12,14,16,18; 21:17,20;22:1,3,5,7, 9,16;23:1,7,11,14,16, 19,21;24:1,3,5,7,10, 12,14;25:4,10,12,15, 24;26:6,8,10,12,14, 22;27:9,23;28:1,5,8, 10,14,21;29:2,11,14, 16,18;30:12,18,20, 23,25;31:2,5,7,10,13, 15,17;32:7,9,13,15, 17;33:5,19,23,25; 34:1,2,10,12,15,19; 35:3,6,8,23;36:1; 37:8,12,14,18,21,23, 25;38:2,5;41:13,21; 42:7,12,14;44:1; 45:12;53:3,6,23; 54:1,6,13;55:21,25;
C				
calculated (1) 64:15 California (1) 40:5 call (29) 33:15;36:2;42:16; 45:23;46:6,6,7; 49:14;61:4;76:12; 78:14,14;82:1;87:3, 24;113:2,8,20,21,23; 124:13;134:1; 147:15;149:1; 156:25;157:11; 161:9,11;181:20 called (14) 17:14;41:9;46:4; 59:25;88:3;93:1,2; 113:11;121:4;136:2; 162:12;169:21,21; 189:6 calling (3) 45:24;161:18; 182:1 calls (2) 51:22;166:20 came (11) 46:10;48:1;49:16, 20;65:16;109:2; 149:17,23;165:8; 186:19;194:3 can (127) 8:4;10:22,25; 13:11,24;16:2; 17:25;21:10,12,23; 22:12,18;23:3,14; 24:7;25:2;26:1; 28:19;29:25;33:9; 34:3;38:11;39:19; 43:24;58:13;65:14; 66:6;68:15;76:7; 79:2;80:9,9,12; 85:15;86:1;87:9; 88:25;90:8,18;91:12, 19,25;92:25;93:7,18; 94:4,20,23;95:18,19; 96:12,17;97:15,16; 100:5,7,22;103:2; 104:16,22;105:13, 16;107:14;110:1; 113:1;114:13,17; 115:4;116:21,25; 118:15,19;119:15, 20,25;120:15,17,17, 23;121:25;122:4; 124:11;126:7,20,21,	candid (1) 85:11 cant (1) 128:24 capitalizing (1) 195:13 careful (2) 95:8;101:6 cart (1) 30:14 case (84) 6:20;7:8;9:1,9,12, 15;10:5,20;12:7,17, 19,23;14:15,16,19; 15:2;16:1,5,9,13,18; 17:11,12,13,21;18:1, 7,9,15;19:19,22; 20:20;21:18;26:4; 33:16;35:22;39:21; 49:5;61:24;72:9; 76:17;80:18;84:8; 86:19;90:3;108:23; 109:5;112:5;116:11, 19;118:9,17;119:6,8; 120:10,13,15,23; 121:1,10;122:2; 131:1;135:7;137:23; 142:21;149:1; 162:23;164:6; 165:22;170:11; 173:25,25;179:21; 180:2;181:5;183:6; 189:18;190:9; 192:19;193:6,9; 194:3;200:10,10 cases (7) 9:8;14:23;16:16; 19:13;121:6;178:25; 193:9 cash (1) 109:19 category (1) 157:2 cause (1) 36:12 caused (2) 52:18;156:1 ceased (1) 139:20			

56:2;58:2,5,12; 60:16,18;62:1,4,7,9, 13,15,18,20;63:3,6, 14;64:8;68:10,12,14, 16,19;69:20,24;70:9, 11,12;71:17,20,24; 74:5;76:21,25;77:4, 8;78:7,15;80:6,25; 81:4,7,17,19,22; 82:5,6,9,15,17,19,21, 24;83:1,3,5;84:11, 13,16;85:9,17;86:6, 9,15,18,21;87:1,10, 14,21;99:24;103:18, 20;117:5,11;121:23; 122:2,11,13,14,17, 20,25;123:19,20; 125:25;126:1,3,10, 17,19,21,25;130:25; 131:6;136:15,18; 138:12;140:3,5,9,14, 22,24;143:20;148:1; 156:22;160:25; 161:4,6,16,21,24; 162:2,4,7,9;163:13; 164:16;168:5,8; 169:3,7,14,16; 171:18;173:1,3; 174:15,17,18;177:6, 14,20;178:2,9; 183:21,22;184:12, 15,17,20,22;185:5,8, 11,19,21,23;186:1,3, 6,9;187:2,6,10,19,23, 25;188:4,9,12,22,25; 189:3,8,23;190:4,6, 11,13,16,22,24; 191:4,6,9,16,24; 192:1,4,8,10,12,14, 18,22;193:3,5 Cochell's (1) 88:20 Code (8) 27:13;28:23;29:5, 7;31:15;116:15; 187:13;197:4 co-interest (2) 29:6,8 collateral (1) 99:3 combination (1) 105:10 coming (6) 73:15;74:9;77:22; 79:10,11;189:13 commence (1) 110:6 comment (3) 74:12;133:13,15 commission (1) 165:22 communication (1) 117:18	Compana (12) 75:25;141:22,24, 25;142:7;163:16,17, 21;170:3;172:5; 173:5;185:15 companies (16) 51:1;53:21;97:1,3; 110:23;111:18; 112:18,22,25;113:4, 19;114:7,8;115:4,7; 166:13 Company (48) 3:2;16:3;25:22; 29:19,19;35:4;51:1; 61:14;91:8;95:7; 100:22;112:17,22; 113:2,6,11,21,21,22, 23;136:2,21;139:2,4; 142:3,7,8,9,12,14,17; 144:17;145:25; 146:18;154:17; 155:5,6;156:12; 159:3;160:5;165:17; 172:8,9;174:22; 183:25;188:5,6; 196:15 comparable (4) 151:16;152:1,1,9 compare (1) 154:5 compared (1) 169:9 compel (1) 18:14 competing (4) 14:7;84:9;198:15; 199:1 complained (1) 51:14 complaining (1) 148:18 complaints (1) 156:7 completed (1) 12:20 completely (2) 35:24;165:8 complicated (1) 5:14 comply (1) 110:14 compromise (2) 137:25;138:7 compromised (1) 184:8 computer (1) 128:24 conceive (1) 152:10 concerns (4) 14:12,13;124:6; 156:14 concerted (4)	67:17,19;105:15, 16 concluded (1) 200:15 concluding (1) 5:13 conclusion (2) 5:15;71:9 conclusions (7) 5:13;45:5,15; 72:13;135:7;173:18; 182:20 condition (1) 51:21 conduct (7) 36:2;44:6;52:1,18; 130:13;188:6;199:2 conducting (1) 50:5 conference (1) 7:19 confers (3) 16:12;33:23;34:1 confirm (2) 6:5;96:7 confirmation (1) 65:23 confirming (1) 144:6 conflict (1) 78:21 conflicts (1) 76:15 connected (5) 90:10;92:3; 145:17;146:1,19 connection (9) 39:21,23;50:20; 96:2;113:17;115:2; 164:6;181:4;185:17 connections (1) 55:4 connotation (5) 152:16,17,23,24; 159:21 Conrad (1) 173:24 consents (2) 20:21,23 conservative (1) 84:4 consider (4) 30:3,4;56:23; 199:14 consideration (8) 89:14,19,21; 137:25;180:5,15; 184:5;197:9 consistent (2) 178:23;197:5 consistently (1) 194:2 constantly (1)	166:20 constitutional (1) 32:1 consult (1) 195:7 Consumer (1) 16:3 consummate (1) 132:20 consummated (1) 86:2 contact (8) 129:20,23,25; 134:21;157:19; 164:25;165:14; 166:17 contacted (4) 36:1;130:1;165:4, 13 contacts (1) 51:21 contain (1) 50:16 contemplated (1) 193:22 contempt (1) 107:4 content (1) 20:23 contention (1) 138:18 contested (2) 174:2;182:21 contesting (1) 174:9 context (9) 19:18;20:5,7;34:7, 23,24;135:20;137:4; 154:11 contingent (2) 9:13;10:10 continue (3) 80:24;174:13; 200:9 continued (1) 49:13 control (3) 16:13;69:3;167:2 controls (1) 193:7 controversy (1) 181:24 conversations (2) 73:10;164:18 convince (2) 30:8;114:14 convinced (2) 28:16;114:15 convoluted (1) 110:12 coordinate (1) 182:9 co-owns (1)	30:9 copies (6) 6:20;63:4;97:24; 98:1;185:21;186:7 copy (18) 6:18,24;37:13; 42:3,8;62:1,10;98:1; 115:17,18,20; 126:11,16,17; 127:15,19;135:11; 136:15 copy's (2) 61:8,9 Corp (5) 16:4,5;76:2;142:2; 144:16 corporate (4) 29:18;34:6;141:6; 188:4 corporation (6) 41:8,9;44:10;61:6; 71:7;141:7 correctly (5) 104:21;131:24; 132:23;134:14; 169:17 correspondence (2) 143:5;188:6 cost (5) 155:7;157:23,25; 158:8;167:19 costs (5) 52:17;72:4;97:2; 138:5;168:19 counsel (18) 4:2;5:6;46:8; 71:15,25;80:1,17; 96:9;98:2;122:1,9, 22;123:1,8;127:8; 143:11;161:1; 182:14 counterclaims (1) 185:7 counts (1) 198:11 couple (10) 65:17;70:24; 73:13,14;104:13; 159:7;169:9;175:12; 176:13;186:12 course (5) 27:24;90:12; 176:23;188:6; 191:18 COURT (616) 3:7,11,17,19,25; 4:4,7,15,20;5:9;6:3, 11,17,19,22,24;7:5,8, 10,16,18,21,24;8:1,5, 6,14,15,18,20,23;9:3, 18,20,22;10:1,7,9,11, 13,24;11:3,9,13,17, 19,21,25;12:4,6,11,
---	---	---	---	---

15,15,18;13:2,16,20, 22,24;14:4,6,24; 15:1,3,6,8,11,13,16, 18,20,22,25;16:4,7, 12,13,16,20,22;17:2, 4,5,15,16,19,21,25; 18:3,5,10,10,14,16, 16,18,20,22;19:2,8, 10,12,14,16,23;20:1, 3,5,7,9,11,13,15,17, 19;21:4,8,19,21; 22:2,4,6,8,10,25; 23:2,10,12,15,17,20, 25;24:2,4,6,9,13,18; 25:1,7,8,11,14,24; 26:5,7,9,11,13,15,23; 27:5,6,10,24;28:4,6, 9,11,15;29:1,3,12,15, 17;30:2,17,19,21,24; 31:1,3,4,6,9,11,14, 16,22;32:8,10,14,16, 19,21;33:4,6,18,19, 24;34:9,11,14,16; 35:1,5,7,9,19;36:20, 22,24;37:1,5,5,6,7, 13,15,15,22,24;38:1, 4,6,11,12,14,16;39:1, 3,9,12,14;41:15,22; 42:1,4,9,15,18; 43:18;44:2,3,6,8; 45:4,6,7,11,11;47:5, 22,24;48:20;49:2,6; 51:13;52:4,5,16,23; 53:4,7,25;54:2,15, 22;55:7,13,16,18,20; 56:5,7,16,18;57:22; 58:4;60:15,17;62:3, 6,8,12,17,19,21,24; 63:4,16,18;65:16,20, 22;68:11,13,15,17; 69:17,19,21;70:3,8, 10;71:19,22,25;72:6, 8,11,16,22,25;73:2,6, 9,21,25;74:3,12,16, 18,20;75:2,4,8,12,15, 19,22;76:6,13,18,23; 77:2,5;78:8,20,20, 24;79:1,3,7,7,10,13, 13,14,17,20,24;80:5, 12,16,21,25;81:4,14, 18,20,23;82:6,12,16, 18,20,23;83:2,4,6; 84:14,17,25;86:3,7, 10,16,19,21,23;87:2, 6,8,11,15,19,22; 88:2;95:18;100:1; 103:22;104:19,25; 105:3,5,7;106:19; 107:20;108:3,3,10; 110:7;117:9,15,17, 21,24;118:3;120:6; 121:16;122:23; 123:21,24;124:23;	125:7,22,25;126:16, 18,20,23;130:23; 131:4;136:14,15,16, 17;138:13;140:7,10, 17;143:21;144:3,13, 20;145:1,5,9,11,13, 16,20,22,24;146:10, 14,18;147:4,9,12,17, 20,23;148:3,7,16,23; 149:11,16,19,22; 150:3,12,16,19; 151:1,6,8,13,19,22; 152:2,6,9,12,21; 153:1,3,10,14,19,22; 154:3,9,14,20,22,24; 155:7,12,17,22,25; 156:2,4,17;160:24; 161:2,7,12,20,22,25; 162:3,5,8,11,16; 163:14;164:17; 168:7,10;169:4,8,13; 171:19;172:3;173:2, 4,14,17;174:5,6,10, 12,16;177:8,15,21; 178:1,3,7,10;179:11, 14,20,21,23;180:3; 182:9,15,19,21; 183:8,11,13,19,21; 184:9,13,16,18,21; 185:3,6,9,12,20,22, 24;186:2,4,7,22,25; 187:5,8,11,20,24; 188:2,8,10,15,17,24; 189:1,7,10,21;190:3, 5,10,12,15,17,23; 191:1,2,5,7,11,13,15, 23,25;192:2,5,9,11, 13,15,19,20,21,22; 193:11;195:1,1,3,24, 25;196:1,3,7,17; 198:8,11,15,21; 199:9,11,13,22; 200:14 Court' (1) 16:20 courtroom (10) 3:3,20;33:16; 46:10,12;63:5; 80:22;85:7;106:4,5 courts (7) 7:13;16:6;19:1; 24:22;95:17,19; 181:6 Court's (16) 14:20;18:8,13; 19:6;45:6,13;48:10, 25;103:16;173:18, 21;181:12;182:8; 183:3,18;193:7 cover (1) 42:23 create (5) 91:7;136:1,3,5;	183:24 created (14) 90:20,21;91:2,11, 12,18,19;92:8; 118:22;136:2; 139:17;173:24; 188:18;197:8 creating (1) 136:21 creation (2) 92:10;93:6 Creations (1) 17:14 credible (1) 84:23 creditors (4) 12:9;13:1,1; 110:21 cross (2) 76:17;169:13 cross- (1) 71:22 cross-examination (9) 33:17;55:12,24; 72:1;77:7;126:2; 140:23;169:15; 186:21 cross-examine (2) 33:21;55:20 curious (2) 27:13,20 current (1) 8:3 currently (2) 141:2;162:21 custom (1) 21:12 cuts (1) 140:12 D D-1 (3) 62:23;63:19,21 Dallas (5) 50:21;128:16,19; 129:2,12 Damon (6) 49:15;64:16;82:2; 83:10;161:11; 162:20 dangle (3) 64:21,24,25 Daniel (7) 3:5;6:16;27:6; 33:14;39:20;88:10; 162:21 darn (2) 28:18;30:21 data (1) 54:5 database (3) 172:4,14,22	date (37) 8:8;39:24;42:20, 22,23;62:23;63:21; 107:22,24;109:1,3,6, 6,8,17,19;111:6,8,12, 15;112:13,18,23; 115:21;138:16,19, 21;144:2;149:3; 163:15,19;170:2; 171:16;181:18; 182:10,12,12 dated (4) 60:14;72:13; 75:16;193:18 dates (10) 8:6;38:21;102:3,5, 10;103:3;126:14; 164:9;170:2;173:5 Dauben (2) 111:18;113:15 Dauben's (1) 115:6 Davis (2) 182:10;199:19 day (12) 5:12;13:18;20:24; 21:11,15;28:20,22; 79:5,20;121:4; 126:24;165:3 days (14) 27:15;41:2,3; 51:20;104:13; 132:20;193:21,25; 198:24;199:3,18,24, 25,25 day-to-day (1) 166:15 deadline (6) 192:2,6;198:23, 25;199:3,23 deal (12) 47:7;65:8;72:19; 109:13;122:1; 158:12;159:4,23; 166:8;175:3,14,20 dealing (3) 113:22;153:5; 157:6 deals (3) 168:20;174:19,20 debtor (7) 16:19,19;29:8; 62:18;63:14;118:18; 138:14 debtors (1) 9:10 debtor's (4) 29:5;62:21,23; 63:21 debts (2) 109:2;114:2 December (3) 35:17,19;119:22	decent (2) 133:5;134:11 deceptive (1) 35:18 decide (2) 13:18;87:9 decided (3) 28:19,22;183:17 decision (4) 9:15;18:11;19:7; 20:23 decisional (1) 19:4 decisions (1) 19:2 declaratory (2) 195:25;196:3 declared (1) 196:7 declaring (1) 196:17 decline (1) 66:8 declined (2) 66:5;127:23 declining (2) 65:21;67:13 decreasing (1) 133:17 default (2) 61:13;196:15 defenses (1) 116:18 deficient (1) 128:5 deliver (1) 173:14 delivering (1) 172:7 demand (1) 184:2 denial (1) 35:21 denied (4) 35:16;37:3; 127:23;174:7 denies (1) 31:13 deny (1) 31:14 depends (2) 158:12;159:15 deposit (3) 49:24;129:11; 199:5 deprived (1) 15:1 describe (3) 68:1;89:13;157:3 described (5) 76:1;134:20; 136:8,23;141:22 describes (1)
---	---	---	--	---

139:24 describing (2) 117:21;120:12 design (1) 195:8 designed (3) 124:25;178:22; 181:15 desperately (1) 66:12 despite (4) 26:16;32:3,11,15 detail (3) 98:8;183:10;190:7 details (3) 5:1,4;119:16 determination (1) 23:23 determine (6) 12:6;68:20; 131:25;137:14; 154:3;197:19 determined (3) 12:16;28:24;31:8 determining (5) 34:13;69:25; 170:24;186:17; 189:18 develop (26) 40:17;67:21,22; 68:5,21;136:10,20; 154:12,13,14,17; 156:13;157:23; 158:4,6;160:8; 167:19;168:11,19; 176:20;195:6,8,10; 196:1,2;198:14 developed (8) 69:9,11,14;131:11, 16;156:24,24;176:15 developer (3) 159:17,18,22 developers (2) 159:12;160:13 developing (9) 40:12,13;68:21, 21;135:17,18; 167:18;174:24; 176:17 development (8) 68:6,8;135:16,19; 160:17;175:21; 176:12;195:12 difference (3) 93:16;170:15,20 different (23) 18:23;19:19; 49:13,14;89:17; 91:1;93:23;123:24; 135:1,2;151:15; 152:15,15,16,17; 156:25;158:15; 159:16;165:8;	172:13;174:14; 181:16,17 diligence (3) 128:17;130:5,13 dinnerwarecom (1) 135:1 dip (1) 169:1 dir (1) 121:12 direct (7) 18:15;33:20; 39:17;55:13,19; 88:5;162:17 directed (3) 106:12;121:9; 166:12 directly (3) 18:13;97:2,2 directors (2) 100:21,23 disagree (1) 192:23 disappointed (3) 56:21,22;73:19 disappointing (1) 48:3 Discount (1) 16:3 discover (2) 170:2;186:19 discovery (15) 31:17;34:4,5;36:3; 98:16;143:8;148:2; 186:23;187:25; 188:1,3,21;189:1,6,7 discuss (3) 45:23;52:22;64:12 discussed (8) 50:4;58:20; 104:11;118:25; 119:4;121:13; 160:14;191:17 discussing (2) 105:24;143:4 discussion (2) 80:6;106:3 discussions (10) 24:17;40:7,14; 63:24;64:10;71:15; 100:3;117:11; 119:16;123:11 disgorge (1) 56:23 dispute (22) 25:15,17;74:3; 84:21;85:4,15,18; 102:9,12;110:4,8; 137:5;138:4;146:7; 147:1;183:18; 194:17,22;197:17, 21,25;198:2 disputed (1)	156:16 disputes (1) 157:6 disputing (1) 146:8 disrupt (2) 36:11,19 distinction (1) 170:13 distribute (1) 103:8 distributed (1) 22:18 district (9) 16:13;17:16; 32:19;37:5,47:5; 174:4,6;192:9,22 diverted (1) 109:4 diverting (1) 111:3 divested (1) 17:16 divests (1) 16:12 divide (1) 195:23 divvied (1) 20:24 docket (18) 37:16;38:10,22; 45:4,9,15;49:1,3; 72:13;119:25; 120:16,17;121:6; 148:25;149:1; 174:10;182:23; 193:13 doctrine (1) 29:18 document (13) 4:17;41:18;42:7; 44:19,21;62:14; 103:13;116:3;135:7, 9,12;136:9;149:2 documented (1) 106:23 documents (35) 25:5,11;34:6;35:3; 85:20;86:4,4,17,17; 90:14;97:9,16,18,21; 98:14;109:7;128:20, 20,21,22,25;129:4, 12;141:6,10,11,13; 143:6,11,15;145:2; 148:1;185:2;186:20; 189:4 dollar (6) 73:18;83:15; 129:6;167:22; 175:17;194:13 dollars (24) 49:25;56:11,19, 20;60:3;115:14,23;	125:11,16;133:22; 149:5;164:5;167:11, 21;168:3;175:25; 178:14,16,20; 186:12;198:21; 199:5,8,10 dollars' (1) 67:9 domain (179) 4:23;5:8,25;6:13; 8:2;9:17;18:14; 20:22,22;21:7;27:7; 30:9;32:25;33:6; 36:5;38:20;39:23; 40:2,8;49:12;51:16; 17,18;53:10,17,20; 58:6;59:19,20,24; 61:14,19;65:12,19, 22;66:4;67:14,21,23, 24;75:23,24;77:25; 83:21,22,25;88:21; 89:9;90:1;94:1,5,14; 95:4,6,8,10,24; 98:12;99:14;101:25; 102:25;110:10; 112:1,1;113:10,22; 114:20,24;116:16; 118:11,17,21;120:3, 11;121:2;124:1,24; 125:3,5,17;128:6,21; 130:6,18,19;131:11; 132:5,6,11,15,16; 134:4,8,11,12,13,15, 17,22;135:2,18; 138:21;139:3,3,7,13; 141:21;142:6,9; 148:11,12,13,21; 149:4,7,7,13;151:11, 11,17,20;153:5,21; 154:8,12;156:7,23, 24;157:1,3,11,24; 158:9,12;159:16,16; 160:8,14;163:1,7,9, 19,23;164:1,12; 165:2,25;166:3,7,17; 167:2,19,23;168:1, 22;169:6;170:21; 171:13;172:14; 173:20;175:12,16; 176:14,20,22; 178:13,22;179:3,6,8, 16;180:8,23;187:21; 194:7;195:23;196:6, 19;197:24 domain- (1) 58:21 domains (1) 18:12 DomainTools (10) 169:22;170:23,25; 171:9,12,21,22,23; 172:14,21 done (28)	10:23;48:17; 61:22,23;65:20;68:4, 24;70:4;100:10; 123:14,16;124:13, 16;136:22;146:7,9, 21,24;147:2;153:8, 15;156:7;168:20; 171:12;174:25; 175:22;177:4; 191:12 dormant (2) 151:11;190:24 doubt (2) 85:6;120:20 down (11) 17:5;31:23;61:6; 66:1,20;129:10; 133:14,25;148:20; 161:1;193:10 downstairs (1) 80:3 dozen (1) 173:9 dropping (1) 89:1 due (13) 28:24;29:22; 31:13,16;98:16; 109:2;114:3;128:17; 130:5,13;162:6,10; 189:25 during (16) 46:12;51:16; 65:23;72:6;86:7; 95:20;102:7;116:10, 23;122:6;146:22; 155:17;167:2;173:9; 191:18;193:12 duties (1) 5:16 duty (1) 180:21
E				
				ear (1) 23:16 earlier (17) 74:12;84:17; 95:11;115:13;117:1; 127:14;130:22; 133:10;143:11; 152:3;156:22; 169:19;171:15; 182:11;186:16; 192:18;193:10 early (2) 73:10,17 earnest (1) 178:20 earnings (2) 167:25;168:1 ears (1)

82:25	11,21,25;41:6,12,17;	186:13	9:8;10:3;191:21	82:3;83:18,20;84:8;
ease (1)	42:24;43:7;44:5;	enough (4)	estate (29)	9,23;85:2,6,8,13,19,
14:3	46:22;48:25;60:13;	59:4;87:1;130:4;	4:3;5:5,9,11,14;	23,25;86:23;87:2;
easily (2)	61:15;63:24;64:4;	192:16	10:17;12:25;13:1,5,	100:12;107:10,12,
158:3,3	68:9;69:4;70:24;	enter (3)	7,10,13;14:1;25:25;	16,16,19;108:1,6,7;
Eastern (1)	71:5;72:14;73:11;	19:23;196:3;	27:13;31:24,24;	120:25;121:3;152:3;
16:4	75:5,25;76:3;83:24;	198:10	32:4;40:17;44:7;	153:3,10;178:5,8;
easy (1)	84:6;88:23;89:2,8,	entered (14)	84:19;116:9;131:19;	180:4,6,11;182:6,22;
116:4	25;94:5,14,19;95:15;	26:23;27:15,17;	168:11;177:1;	184:10,13,19,21,23,
ECF (1)	96:2;97:8;98:5;99:3;	41:7,17;48:18;	183:16;194:15,19;	25;187:24,25;188:2,
46:1	100:20;101:8,15,25;	105:19;121:25;	197:3	4;189:1;197:9,14;
effect (2)	102:7,17,20;109:20;	146:20;154:24;	estate' (1)	199:5
19:24;129:5	114:7;116:16,17;	158:23;159:7;	74:23	exact (3)
effectuated (1)	118:9;135:7,13;	173:18;197:6	estates (2)	32:9;149:12;164:9
25:16	136:13,19;137:2,5,6,	entering (1)	9:24;14:7	exactly (9)
effort (10)	11,15,25;138:8;	142:22	estimate (3)	32:7,18;49:16;
8:4;13:20;43:9;	139:5,6,11,13,14;	enterprise (1)	132:3;157:24;	89:16;91:11;94:25;
67:18,19,21;134:3;	141:8,9,22;142:3,11;	166:11	158:17	138:24;173:7;
138:6;168:3;195:20	143:17;144:10,14,	entertained (1)	et (6)	191:12
efforts (10)	17;153:17,17,18;	82:3	5:4;185:7,7;	examination (12)
8:3;43:6;54:17;	154:1,25;156:9;	entertaining (1)	195:11,12;198:16	35:11;39:17;
164:7,24;165:18;	167:16,17;170:11;	84:8	evaluated (1)	71:23;88:5;112:4,6;
179:6,8;180:7;	173:22;179:18,25;	entire (2)	148:20	114:11;115:10;
195:10	180:11;182:20;	49:19;147:8	eve (2)	156:20;162:17;
eight (1)	183:23;184:4,16;	entities (4)	27:17;197:6	177:9,11
118:14	185:14,18;195:1,6,	52:19;64:18;	even (26)	example (2)
either (14)	25;196:16,18;	166:2;193:3	10:4;16:22;29:12;	157:13,15
6:8;9:24;12:8;	197:12,13	entitled (3)	43:10;75:13;77:5;	excerpt (1)
30:9;57:11,19;	Emke's (5)	12:9;29:23;184:1	84:5,20,22;101:10;	126:14
69:22;76:2;105:11;	44:6;47:13;71:15;	entity (10)	108:11;118:8;	exchange (3)
107:6;142:2;144:16;	167:2;195:16	41:10;65:12;	121:19;129:11,21,	158:7;174:23;
146:20;199:15	empirical (2)	90:21,21;92:23;	23,25;133:20;149:1;	175:21
electronically (1)	153:3,10	144:4;145:17;	162:5;165:25;	exchanges (1)
128:22	employ (8)	173:24;187:15;	166:15;178:23;	126:14
element (1)	36:6;47:22;49:4;	194:20	181:10;197:1,5	exchanging (1)
181:17	59:1;74:13;96:9;	entries (4)	event (7)	193:13
eleven (1)	154:17;190:18	119:25;121:6;	8:7;16:11;52:6,16;	Excuse (1)
81:6	employed (8)	148:25;149:1	61:12;88:23;180:18	4:12
else (21)	58:19;91:14;96:3;	entry (1)	events (1)	excused (4)
11:13;19:5,5;	122:14,20;164:7;	72:13	196:13	76:20;78:9;161:8;
26:21;52:10;64:21;	167:13;178:12	equal (4)	eventually (2)	178:4
80:4;86:20;91:12;	employment (4)	76:2;142:2,16;	41:7;164:20	executed (1)
92:22;96:23;101:7,	36:17;38:18,24;	144:16	everybody (5)	40:11
10;128:4;139:22;	91:17	equally (2)	65:14;67:13;	exercise (2)
149:25;154:5,6;	encouraging (2)	195:23;196:16	142:11;146:7;171:1	107:6;198:8
171:1;192:13;200:1	59:12,13	equity (5)	everybody's (1)	exercising (2)
else's (1)	end (6)	10:16,19;193:16;	54:4	106:22;154:4
129:16	7:17;51:20;	194:12,14	everyone (4)	exhibit (21)
e-mail (6)	124:14,17;126:24;	equityholder (1)	63:5;82:2;84:11;	35:21;37:10,17;
126:14;129:20,21,	172:25	61:20	200:8	41:24;42:6,11,15,20;
22,22;170:9	ended (3)	equivalent (2)	everyone's (1)	60:15,17;62:2,23;
e-mails (4)	41:23;83:24;95:4	196:24;197:10	63:1	63:21;74:7;75:16,
117:7;166:22,23,	ends (1)	erring (2)	evi (1)	23;141:4,4,19;162:6;
24	54:25	18:16;84:4	108:9	193:20
embezzled (1)	energy (2)	escrow (4)	evidence (87)	exhibits (1)
110:9	138:6;156:16	13:22;21:8,9;79:6	4:25;5:1,12;6:6,7,	63:1
eminent (1)	enforce (2)	essentially (9)	7:10;25;11:4,6,9,10;	exist (2)
29:12	44:8;99:5	40:15;51:12,15;	25:2,4,25;26:17,20;	160:11,12
Emke (117)	engaged (3)	52:16;105:5;164:23;	27:20;28:13,16;30:3,	existence (1)
5:10,11,15,16;	150:19,21,23	166:6;196:10,22	5,7,21;31:3,6,11,19;	90:17
21:18;22:6;25:13,	English (1)	establish (4)	32:2;33:11,14;	exists (2)
20;30:6;32:6,11;	159:20	141:2,5,12,13	42:20;63:20;66:9;	85:6;98:17
35:3;38:19;40:3,4,8,	enjoy (1)	established (3)	68:25,25;69:14,16;	expectation (1)

143:16 expedite (1) 140:6 expense (1) 36:13 expenses (1) 194:23 experience (1) 65:2 experienced (1) 196:21 expert (8) 54:1,7;58:7;59:20; 64:13;150:9,10; 168:8 expired (1) 190:19 explain (6) 89:1;100:6,7; 105:21;110:11; 155:14 explained (2) 40:18;128:9 explanation (1) 81:5 explanations (1) 121:15 explore (1) 155:13 expressed (1) 107:2 extent (5) 131:5;163:6; 187:17,22;198:4 extra (3) 6:20;52:17;62:10 eyes (1) 189:13	194:17 factual (5) 20:3,7;27:11; 174:8;181:11 failed (1) 41:1 failure (1) 110:13 fair (9) 22:16;65:8;69:9; 87:1;159:24;169:2; 17:170:23;180:15 fairly (9) 24:24;48:3;98:17; 101:18,22;104:7; 115:24;121:13; 167:7 faith (1) 179:13 falls (1) 41:4 false (1) 35:24 familiar (6) 52:20;60:19;92:6; 109:24;163:22; 165:12 far (11) 59:15;18;60:24; 67:15;72:10;85:9; 112:2;114:19;132:2; 163:10;198:19 fast (1) 182:5 fault (1) 189:11 favor (2) 85:4;197:16 fee (5) 52:7,15,20;53:1; 199:9 feel (1) 178:21 feeling (2) 81:9,10 fees (32) 44:7;45:9,14; 52:17;56:24,25; 57:10;72:3;77:14,15; 18;78:2;96:11,18,20; 97:4,8,10;98:4; 101:14,21;119:11; 137:19;177:13; 180:10,12;184:6,11; 185:16;194:22; 197:11,12 felt (1) 118:9 few (12) 35:15;43:1,23; 67:12;72:2;76:22; 116:5;129:6;150:10; 160:19;173:8;	193:25 fide (9) 84:21;85:3,15,18; 183:18;197:17,21, 25;198:2 fides (1) 69:22 fiduciary (1) 180:21 field (1) 64:13 fifteen (2) 68:18;123:22 Fifth (26) 9:15;16:5,9;18:7, 8,17;19:1,1,5,6,17; 23:22;32:19,20;39:6, 9;46:25;49:2;86:12; 120:5;148:24; 149:12;181:2;182:4; 190:8;191:2 fifty (19) 27:7;29:24;41:11, 12;70:18,21,22; 139:4,5,10,10,12,12, 14,15;149:6;188:19; 194:6,19 fifty-fifty (3) 25:18,20;43:11 fifty-percent (4) 71:10;193:16; 194:3,8 fight (5) 13:8,15;21:15; 116:19;180:11 fighting (2) 101:14;138:4 figment (2) 107:12,14 figure (5) 7:21;58:8;64:23; 79:1;153:7 file (24) 36:4,5;38:19; 43:15;48:4;57:6,10, 20;103:15;104:12, 14,19,24;105:2; 108:12,17;111:14, 14;120:19;121:9; 182:25;189:24; 190:1;191:13 filed (59) 4:21;6:12,14,15, 16;10:18,21;27:16; 28:24;35:25;39:4; 43:16;48:9;50:15; 59:1;71:16;74:5,7,8; 75:13,19;88:20; 98:20;102:6,25; 103:5,6;104:13,21; 107:5;109:8;112:5; 119:11,14,20;120:2, 5,15,25;121:3,8;	122:14,17;135:7,7; 138:8;148:24;149:3, 11;156:8,9;161:23; 162:1,2;179:19; 185:14;189:21; 190:2;193:21 files (1) 187:7 filing (13) 7:13;16:10;17:16; 39:3;41:23;100:9; 104:18;116:11,24; 120:22;149:15; 182:4;192:24 final (4) 8:8;14:21;37:25; 54:22 finally (2) 181:23;182:19 finance (2) 97:1,2 financial (5) 26:3;51:21;93:13; 114:1;199:6 financing (3) 130:5,6,15 find (27) 17:4;80:12; 105:18;114:16; 116:4,4;120:15,20; 112:1,22;123:1; 125:19;132:7; 133:24;134:3,18; 155:5;156:12;158:2; 160:10,21;163:11; 164:3;168:17;175:2; 189:11;195:21 finding (1) 179:13 findings (13) 5:13;45:5,14; 72:12;135:6;143:1; 145:8;173:18,22,25; 174:2;182:20,22 finds (1) 198:11 fine (4) 50:10;79:12; 87:21;189:12 fingertips (1) 155:11 finish (4) 68:18;76:9;79:20; 83:7 finished (2) 68:15;81:25 fire (4) 73:16;133:4,6,7 firm (1) 3:9 firms (1) 96:3 First (37)	3:2,20;15:6;31:8; 32:23;33:14;34:13, 23;35:20;37:10; 45:1;56:8;58:19; 61:18;70:1;71:16; 73:9,12;74:9;76:18, 18;83:7,13;91:18; 94:3,13,14,15,17; 111:24;117:23; 122:18;145:18; 146:10;165:4;185:3; 191:17 five (13) 11:14;26:16; 47:25;56:13,20; 66:2;76:7;80:5;81:8; 118:14;140:12; 199:3,24 five- (1) 140:11 five-minute (2) 6:4;80:8 fixated (1) 193:11 fixed (2) 182:12,12 flaw (1) 178:18 flip (1) 168:1 fly (5) 128:16,18,19; 129:2,12 focus (1) 179:1 folks (1) 52:5 follow (3) 66:12;168:24; 199:19 followed (2) 70:6;101:4 following (7) 9:10;76:1;101:6; 141:23;142:1; 168:21;195:17 follow-up (3) 8:7,8;182:10 footnote (3) 18:11;52:13,15 forbidden (3) 106:14,22;159:9 force (2) 5:18;196:19 forced (3) 23:8;24:20;148:13 forcing (1) 154:8 foremost (1) 83:13 forever (1) 94:16 form (2)
F				
F2d (1) 16:5 F3d (1) 17:14 face (1) 56:6 fact (25) 5:13;18:17;24:24; 45:5,15;53:19;59:4; 68:24;72:12;85:19; 94:11;98:20;107:2, 4;123:10;127:25; 130:2;133:23;135:6; 136:12;145:8;174:3; 179:22;181:4; 186:13 facto (5) 27:4;181:1,3,8,10 facts (9) 71:9;141:3;143:1, 3;174:9;180:23; 182:23;189:11;				

128:25;144:18 formally (2) 100:13;138:9 format (2) 129:1;172:6 formation (1) 145:2 formed (23) 75:13;76:3,4; 142:3,9;143:24; 144:5,6,7,10,11,12, 14,17,18,21,24; 193:22,23,23,24; 194:20,21 forth (5) 41:6;84:22;90:1; 107:5;137:19 Fortune (1) 166:13 forty-five (1) 132:20 forward (23) 5:19;7:1,22;11:15; 13:14;16:23;18:1; 20:21;21:7;22:12; 24:21;26:15;28:17; 29:17;30:2,10; 40:14;49:20;165:7; 178:20;187:3;200:8, 9 found (7) 44:3;122:2,25; 158:18;159:24; 181:6;196:2 foundation (5) 53:24;131:22; 168:6;169:3,7 founder (1) 180:17 four (7) 7:9;47:25;50:12; 125:22;133:3; 176:14,18 fourteen-day (2) 55:8;179:14 fraudulent (2) 116:9,23 fraudulent-transfer (1) 27:19 free (1) 168:14 frequent (1) 46:6 frequently (1) 46:4 Friday (1) 74:7 front (3) 35:23;60:20;65:14 fulfilled (3) 5:16;195:25;196:2 full (5) 16:2;88:7;110:22;	143:2;162:19 fully (2) 47:11;181:1 fully-developed (1) 167:24 fundamental (2) 183:24;184:2 funded (2) 97:1;98:4 funds (6) 109:11,13;110:21; 111:3,4;168:11 Furgeson (19) 47:7;56:4,8,10; 57:22;109:4,23; 111:2;117:7;121:25; 122:3,8,12,21;123:1, 3;126:13;174:6; 181:2 Furgeson's (3) 109:16,16;110:7 further (2) 24:17;140:25 furthermore (1) 174:4 future (3) 62:25;158:7; 168:15 FYI (1) 193:14 G gamble (1) 129:7 Gary (12) 39:3;103:15,25; 104:7;107:5;108:12, 17;121:9;123:2,3,4; 190:25 gathering (1) 99:1 gave (7) 96:6;97:22,25; 115:16,17,20;149:12 general (6) 17:15;103:6; 129:15;132:14; 133:1;159:14 generally (3) 24:19;46:9;103:4 generate (5) 22:17;159:4; 167:5;168:2;176:25 generation (1) 166:5 generous (1) 178:24 genuine (1) 54:17 germane (1) 84:18 gets (3)	24:21;134:15; 198:5 gist (1) 13:4 given (8) 13:10;19:3;84:6; 89:22;98:1;99:2; 122:8;197:9 gives (1) 171:9 giving (6) 28:25;68:17; 83:24;85:5;89:21; 142:13 GM (2) 29:20,21 GM's (1) 29:21 goal (1) 154:7 GoDaddy (8) 73:7,8;167:4,10; 171:8,10;172:6; 177:17 goes (6) 10:19;69:24;70:3; 132:2;136:12; 199:23 Good (21) 3:4,23;4:1;6:25; 13:11;21:16,22; 47:24;51:11;56:1,2; 58:1;61:8;64:20; 65:13;79:24;82:17; 83:4;159:23;179:13; 181:14 good-faith (1) 55:2 Google (1) 160:21 govern (1) 141:10 governs (1) 141:11 grand (2) 48:2;49:21 grant (1) 100:19 granted (1) 24:23 great (4) 65:7;83:3;159:4,4 greater (1) 167:20 Griggs (5) 16:1,3,10;192:19; 193:6 ground (1) 25:1 grounds (3) 5:17;7:22;24:24 Group (2) 3:16;4:13	Grupo (9) 109:11;110:23; 111:10,21,24; 112:16;114:6,9,14 Grupocom (1) 114:20 guarantee (1) 192:25 guess (20) 6:3;27:20;33:9; 41:2;73:4;75:15; 82:9;88:15,18; 89:10;90:1;102:4; 113:7;129:2;153:25; 167:5;171:22;176:5; 183:15;199:19 guesses (1) 148:3 guessing (1) 90:24 guys (1) 65:16 H half (2) 14:10;40:2 half-million (1) 167:22 hallway (1) 80:10 hampered (1) 85:19 hand (4) 6:17;21:14;41:16; 161:13 handed (2) 41:18;119:24 handing (1) 42:2 handling (1) 14:6 hands (1) 186:11 happen (4) 12:15;21:11; 122:5;154:1 happened (5) 27:9;93:11; 102:18;138:19; 182:24 happening (2) 142:9;192:21 happens (3) 81:20;133:23; 134:1 happy (7) 21:5;22:13,14; 23:4;82:10;118:15; 183:9 Harbinger (2) 112:22;114:8 hard (2)	35:6;148:25 Hardt (1) 3:5 Hari (1) 7:12 hazy (1) 114:7 head (6) 91:3;107:25; 121:7;124:12; 128:10;160:20 headset (3) 82:6,8,13 hear (16) 11:6;26:18;28:12, 16;31:3;32:2,12; 33:5,11;39:14;82:5, 22;85:8;111:24; 178:10;199:14 heard (18) 4:15;31:20;36:1; 39:1;46:18;60:1; 98:25;100:7;102:15; 111:21,23,23; 130:20;133:10; 152:2;167:18;179:5; 192:16 hearing (41) 4:9,24;8:7,20; 14:10;17:6,10;29:4, 22;34:18;46:11; 56:9;65:23;67:14; 78:20;80:7;81:15; 82:6,7,9,13;85:9; 98:21,24;106:1; 126:4,7,13;174:9,10; 181:18;182:10; 187:11,12;189:4,5, 19;191:18;199:13, 17,25 hearings (5) 46:17;79:3,8,14; 193:12 Hearsay (12) 41:13,21;44:1; 53:3,6,23;54:14; 71:17;163:13; 164:16;177:14,20 held (9) 17:2,15;21:8; 106:16,20;107:3; 113:10;124:14; 128:12 help (7) 82:14;93:17; 103:2;141:2;150:19; 160:18;186:14 helpful (2) 103:13;143:7 helping (1) 3:10 helps (1) 14:2
---	---	--	---	--

hereby (3) 42:19;62:22;63:20	19;70:6,9;71:18,21; 76:11,21,25;77:4; 78:7,12,15,17;79:6, 9,21;80:19;81:7,17, 22;84:16;85:17; 86:9;87:21;88:1; 103:21;117:5; 125:21;126:1,10,25; 130:16;138:12; 140:3,9,14,22; 153:22;156:19; 160:23;161:16,19; 162:15;169:12,14; 173:16;174:15,17; 177:7;178:2,6,9,12; 182:6;183:2,7,14,22, 23;184:17;186:24; 187:10;188:22; 189:8,12,24;190:11, 22;191:20;192:10,18	150:13	133:18;175:24; 176:3,24;199:12	33:22;79:4
here's (1) 6:3		I	increased (9) 36:12;54:3;59:15; 66:9,10,21,25; 133:11;136:23	instruct (3) 103:15,25;110:1
Herring (1) 173:24		IBM (1) 134:24		instructed (7) 57:19;103:23; 105:4;108:12;118:5; 120:21;121:16
he-said-she-said (1) 38:6		ICANN (5) 77:24;172:8,8,15, 19	increasing (1) 67:16	instructing (2) 108:15;164:24
high (1) 159:1		ICANN's (2) 172:12,22	increments (1) 199:7	instruction (1) 104:8
higher (14) 14:3;16:20;21:6; 50:9;54:17;55:1; 65:15;67:6;132:4; 136:25;165:20,25; 176:25;199:15		idea (6) 21:16,17,22;23:8; 29:10;167:19	incurred (1) 44:7	insufficient (1) 132:25
highest (7) 13:21;53:8,9; 64:15;164:14; 165:17;178:14		identification (1) 62:23	independently (1) 12:11	intend (1) 64:17
		identifies (2) 169:23;173:19	individual (5) 12:19,23,24; 32:24;155:5	intends (1) 87:3
himself (1) 179:3	honored (1) 153:18	identify (1) 135:4	individually (1) 139:6	intention (1) 188:7
hire (4) 96:5;122:11,12; 193:2	hope (2) 60:10;200:2	imagination (2) 107:13,14	individuals (1) 160:16	interest (80) 9:12,16;10:10; 11:4;12:6,16;13:7, 17;27:12,17,19; 28:23;29:5;31:25; 32:4;40:1,2;44:4; 49:19;53:20;54:3; 59:3;61:11,19; 64:15;66:9,25; 74:10;84:24;85:2,5; 88:22;89:15;94:5; 98:9;99:2,4,6,12,19; 100:4,13,19;115:8; 118:17,21;119:9; 120:2,11;121:10; 133:11;138:18; 139:1,6;141:5,12,13; 142:10;143:3;149:6; 180:6,7,14,22;183:5; 187:15,17,20,22; 193:15;194:6,9,11, 12,12,15;197:8,20, 25;198:3
hiring (1) 122:9	hopefully (2) 14:1;21:6	immediately (2) 20:10;146:4	Industries (1) 110:5	interested (8) 49:18;64:19; 129:13;134:24,25, 25;157:19;166:3
historically (1) 27:21	hoping (1) 167:5	implied (1) 182:4	industry (3) 124:8;128:21; 181:24	interests (7) 30:16;31:7;89:9; 90:4,5;100:17;137:3
history (6) 8:2;163:10,15; 169:22;171:13; 181:9	Horizons (2) 113:14;115:5	important (1) 79:14	infer (1) 194:16	interlocutory (1) 37:18
hits (1) 68:3	horse (2) 5:2;30:15	imposed (1) 27:2	information (23) 26:3;36:15;99:17, 25;128:7,16;130:4; 169:18,19;170:12, 14,19,25;171:7,8,10; 172:7,17,21;185:9, 13;189:5,14	Internet (9) 39:23;94:18; 116:4;124:8;129:19, 21;136:1,3;195:8
Hold (4) 21:20;80:24; 181:13;194:21	hostage (1) 185:10	imprecise (2) 34:25;102:13	informational (1) 169:25	interpretation (1) 188:21
Holding (4) 4:14;55:2;129:14; 185:9	hosting (3) 152:23;167:4,6	improvidently (1) 24:23	infrastructure (1) 67:24	interpreted (1) 168:17
Holdings (2) 64:11;166:17	Hostskater (3) 171:8,11;172:6	Inc (51) 17:14;20:22; 25:17,19,20;26:24; 27:3,7;29:25;30:1; 41:9;60:22;61:1,3; 70:13,17,23;71:2,6; 75:13;88:24;135:13; 136:2;139:3,4,9,11, 14,17;141:7,9,11; 142:8,13,14,19,20, 23,25;143:23; 173:23;180:19; 183:25;193:15,17, 22;194:4,9,14; 196:15,25	inherited (1) 33:2	interpreting (1) 19:3
honest (2) 82:21;132:16	hot (2) 21:13;22:11	include (2) 135:19;174:5	initially (2) 94:1;187:2	interrupt (1) 25:23
Honestly (1) 74:25	hotly (1) 182:21	including (5) 9:8;64:19;109:9; 174:8;193:9	initiate (1) 110:13	
Honor (130) 3:4,13,23;4:1,12, 19;6:12,25;8:25; 10:15;13:4;14:9; 15:7;16:21;17:12; 18:25;20:14;21:3; 22:3;24:3,8,12;25:4, 10,23;26:14;27:23; 28:21;30:12,14; 31:17;32:20;33:13, 25;34:2,3,25;35:14; 37:9,14;41:13,25; 42:5,8;45:3;48:24; 54:1;55:11,21;58:3; 60:18;62:1,13,15; 63:3,6,15;68:10,16,	hour (5) 87:12,16,17,22; 140:12	income (2) 22:17;176:25	injunction (3) 156:2,6,8	
	hours (3) 78:16;87:15,23	inconsistent (1) 182:7	injunctions (1) 156:8	
	huge (1) 129:8	increase (11) 52:20,25;53:20; 59:3;67:9;68:3;	inquiries (1) 165:6	
	hundred (8) 29:13;106:22; 109:4;115:24;116:2; 121:11;137:12; 165:6		inquiry (1) 77:1	
	hurdle (1) 180:13		insider (2) 180:10,12	
	hurry (1) 174:16		insolvency (5) 61:13;179:18,20; 181:7;196:14	
	hydrant (1) 73:16		insolvent (1) 179:17	
	hypothetical (1) 159:12		instances (1) 107:2	
	hypothetically (1)		instead (2)	

intervene (9) 21:18;28:11; 38:19;45:19;84:3; 118:9;174:4;179:24; 182:24	88:20;102:4;111:22; 187:14;16;190:2,3,8; 191:18;193:8;197:2; 200:6	43:25;45:16;47:7,8; 49:1,3;56:4,8,10,15; 57:19,22;72:17; 75:10;78:22;87:5; 18;104:2;105:10,24; 106:7,11,17;109:3; 15,16,23;110:6; 111:2;115:11;117:7; 118:10;121:25; 122:3,8,12,21,25; 123:3,25;125:24; 126:13;136:12; 157:23;171:17; 174:6;177:25;179:1; 180:24;181:2; 191:21;193:9;200:3, 13	kick (1) 172:15 kicked (1) 196:4 kind (38) 5:3;12:18;14:12; 22:21;27:13;89:23; 90:4;98:13,14;102:4; 9,9,11,19;103:3; 104:21;105:15,16; 106:13;107:3; 116:19;119:11; 120:6;121:19; 124:10,12;131:21; 22;132:18;133:15; 134:5;138:5,22; 141:10;149:10; 152:20;174:20; 175:20	47:17,18;49:9;66:2, 3;86:1;126:22; 133:19;160:4;198:5 Laura (2) 33:9;80:8 Law (18) 3:16;4:13;5:13; 10:3;14:18;17:23; 19:3;25:6;45:5; 72:13;96:3;116:18, 22;135:7;190:9; 191:23;193:12; 200:6 lawsuit (3) 22:4;137:16,21 lawsuits (11) 75:5,8,9;89:8,8; 109:10,12;137:3; 184:14;185:3,14 lawyer (26) 3:8;7:15;36:10; 45:21;46:7;73:22, 25;80:22;86:24; 99:19,22;100:3; 101:20;104:17; 107:20;108:5; 115:13;116:20; 117:19;118:20; 119:1,5;120:19,22; 137:19;193:2 lawyering (1) 189:11 lawyers (17) 51:4;52:14;82:14; 86:11;96:11;99:8,9; 100:10;101:17; 106:8,11;109:5,9; 117:12;119:16; 138:5;186:14 lawyer's (3) 128:12;129:15,17 lead (2) 130:7;131:17 learned (1) 200:6 least (14) 22:11;28:18; 58:23;67:15;86:12; 89:8;178:17;182:4; 198:24;199:18,22, 24,24,25 left (2) 123:22;125:22 legal (18) 8:12;15:22;27:10; 70:5;96:11,18,20; 97:7,9;98:4;100:5; 101:14;107:3; 119:11;149:6; 185:16;197:11,12 legitimate (5) 65:12;161:17; 178:17;179:7;
into (42) 7:3;11:20;24:20; 27:3,15,18;29:21; 35:15;36:3,7;38:21, 21;41:4,4,7,17; 42:19;43:6;63:20; 65:16;69:6;80:22; 84:10;117:21; 118:15;119:15; 140:11,12;142:23; 146:20;154:24; 158:23;159:2,7; 176:23,23;177:12; 183:10;189:23; 194:3;197:6;198:10	issued (4) 19:18;47:12; 122:3,21 issues (13) 5:23;6:5;12:20; 27:19;28:19,21; 34:21;36:8;82:3; 109:14;122:2,23; 183:20 item (2) 195:18,19 iv (1) 61:9	judges (1) 192:9 judge's (1) 108:12 judgment (5) 154:4;179:13; 195:25;196:3;198:9 judicial (1) 31:25 judicial (5) 45:6,8;85:23; 179:20,22 July (25) 9:1;25:9;26:21; 32:5;42:19,23,25; 43:2;60:14;61:22,23, 24;75:17,19;85:10; 108:24;119:21; 139:21;144:7; 146:20;188:16; 193:18;194:18,19; 195:2 jumbled (1) 159:19 jurisdiction (6) 15:1;16:7,8,12; 17:16;18:18 jurisdictional (1) 16:11 justification (2) 5:1;198:11	kinds (7) 131:17;133:24; 136:20;141:1; 156:11;158:15; 194:12 knew (3) 113:18;129:5; 152:3 knock (1) 85:23 knowledge (1) 63:23 knows (1) 86:19 Krishan (2) 110:4,9	
introduced (2) 42:6;44:19 introduction (1) 7:25 invest (1) 156:15 investigate (1) 163:25 investigation (2) 163:8,12 investment (2) 166:10;174:22 investor (1) 61:19 invite (1) 192:20 involuntary (12) 14:17,17;16:18, 24;17:21;19:19; 20:14;23:11;35:17; 97:22;191:22; 200:10 involve (2) 5:22;17:19 involved (9) 16:14;17:17; 32:10;93:3;95:11, 13;101:25;138:7; 163:4 involving (5) 16:17,18;19:6; 75:5;135:12 ipso (5) 27:4;181:1,3,8,10 iron (2) 21:13;22:11 Isaac (1) 3:9 issue (28) 6:9;10:19;12:5,12; 25:7;27:14;32:18, 20;34:9,11,16,18,20; 52:14;79:4;85:22;	J January (1) 174:7 Jason (1) 166:17 Jeff (23) 5:8;12:7;13:17; 20:19;21:4;22:19; 41:4;42:24;61:15; 64:4;68:9,21;69:2, 11,14;71:3;72:20; 74:3,10;88:9; 188:19;196:16; 197:8 Jeffrey (1) 38:17 Jernigan (6) 45:16;56:15; 57:19;105:11; 106:17;118:10 Jernigan's (1) 104:2 job (2) 131:1;154:3 Joey (3) 111:18;113:15; 115:6 John (3) 4:2;7:6;114:13 joint (4) 168:18;175:13; 177:2;198:16 jointly (6) 27:1;61:13,15; 75:24;141:22; 196:16 Journal (3) 51:18;64:20;166:7 journals (1) 64:18 Judge (69) 3:8;6:2;7:7,25;9:6, 9,10;15:14;33:1,13; 35:16,21,23;39:8,16;	K keep (7) 24:21;72:4;97:24; 132:16;138:4; 172:11;187:5 keeps (1) 179:7 Keiffer's (1) 33:2 kept (2) 81:15;98:1 Kevin (1) 4:1	L Lack (5) 53:23;168:5; 169:3,7;183:5 LAMBERT (7) 4:5,5;11:23;12:1, 5;13:9;14:10 language (1) 22:12 large (2) 114:5;132:15 larger (1) 159:25 last (18) 58:6,10,16;59:8,9; 66:10,20,21;67:12, 14;77:14;81:11; 124:14;131:10; 153:14;157:3;169:9; 175:12 late (5) 80:7;81:6,12; 164:9;200:3 later (16) 13:15,24;21:10, 24;22:14;43:1;	

180:21 Lehman (1) 181:5 lengthy (1) 173:22 less (4) 119:25;131:14; 159:5;173:8 letter (4) 105:19;192:20,22; 193:4 letting (2) 30:19;157:6 liability (1) 100:22 Liberty (2) 112:16;114:8 license (1) 85:24 licensed (1) 3:9 lie (1) 36:14 lien (5) 61:10,18;99:4,12; 180:7 life (1) 186:14 lift (1) 12:23 lifted (3) 13:5;118:11,13 lifting (1) 9:14 light (5) 30:10;85:7;183:4; 188:21;189:2 likely (1) 176:11 limit (1) 87:11 limitation (1) 26:16 limitations (4) 81:24;83:7,9;87:9 limited (6) 13:6;91:7;100:22; 177:16,22;189:9 Lindenthal (1) 150:10 Lindsay (4) 9:9;35:16;47:8; 49:1 Lindsay's (2) 35:21;193:9 line (3) 9:8;77:1;130:16 liquidate (1) 13:14 liquidation (2) 133:21;154:8 Lisa (1) 4:5	list (3) 74:7;161:17;162:6 listed (6) 33:7;72:22;93:15; 161:16;173:5; 193:17 listen (1) 34:4 listening (1) 29:3 litigate (1) 97:8 litigated (3) 75:11;190:5,14 litigating (3) 34:7;69:4;110:17 litigation (44) 5:21,22;13:24; 21:10,24;32:10; 40:23;69:8;70:24; 83:23;95:14,14,17, 20,21;96:2,9;97:1,2, 4;98:5;101:15,25; 110:6,19,22;111:5, 11;112:15,15,16; 146:3,6,14,25; 155:15,18;156:11, 15;184:7;185:17; 195:1,24;197:12 little (17) 7:7;8:5;47:17; 53:19;65:9,15; 89:17;114:7;135:21; 138:22;140:25; 144:23;155:9;170:1; 171:22;190:7; 193:14 Litzler (7) 4:2;7:6;8:13;10:6; 22:13;183:4;193:8 live (2) 33:22;190:13 LLC (7) 76:2;100:25; 142:2;144:16; 163:16;170:3;172:6 lobby (1) 80:4 Local (1) 62:25 lodge (1) 69:19 logical (1) 135:25 Loh (1) 104:21 long (34) 9:8;16:24;33:20; 66:18;78:18;80:7; 81:15;88:14;90:15; 17,19;91:4,11,14,15; 92:6;93:24,25;94:7, 24;110:17;130:12,	14;131:1;132:5,8; 145:20;146:5,16,16; 153:6;155:7;177:18, 22 longer (6) 53:16;132:4; 133:9;139:1,18; 190:20 longstanding (1) 181:9 look (32) 10:8;33:9;35:6; 36:3,7;68:20,22; 69:16;70:4;75:4; 80:9;120:17,23; 124:3;128:16; 129:12;141:20; 151:16,16,17;152:1; 170:1,10;171:8,9,13; 177:12,18;180:3; 182:20;193:15; 200:12 looked (10) 77:15;90:15;92:7; 171:12,15,21;175:1, 8;176:23;193:22 looking (14) 33:11;38:3;49:18; 72:12;86:12;133:4,5, 6,7;135:9;148:24; 163:15;192:15; 193:13 looks (3) 5:23;135:23;198:8 losing (1) 82:9 lost (1) 140:10 lot (33) 40:6;60:11;67:17; 70:1;73:15,15;93:3, 4,5;97:1;119:25; 128:18;129:24; 134:3,18;135:20; 138:5;143:16,18; 150:23;153:7; 155:16,19;156:3; 158:2;159:1,17; 167:23;171:13; 176:25;182:21; 188:12;193:11 lots (3) 54:5;154:15,15 low (6) 124:18;125:1,1; 130:7,7;133:1 lower (1) 16:6 Ltd (1) 4:14 lumped (1) 156:23 lunch (4)	68:13;76:8;81:8; 86:8 Lurich (1) 73:25 M ma'am (3) 11:22;24:7;55:15 Madill (1) 19:22 magnitude (1) 175:20 main (2) 5:5;166:10 maintain (2) 16:9;61:18 maintains (1) 172:9 majority (1) 155:14 makes (3) 12:1;22:13;29:12 making (6) 86:11;104:20; 106:14;111:19; 157:5;193:5 manage (2) 134:12;196:5 managed (3) 131:15,24;134:13 management (1) 195:16 manager (1) 177:22 Manila (1) 110:5 manner (1) 28:17 many (21) 18:21;75:8;89:5; 90:8;91:20,22; 95:22;107:2;113:7; 118:1;128:11; 132:15;145:13; 146:25;160:13,21; 178:24;185:24; 186:11;193:9; 194:24 map (1) 181:6 March (1) 43:16 marching (1) 118:7 mark (4) 62:5,8,11,16 marked (2) 62:15,22 market (21) 21:22;51:16;59:2, 5,9;64:25;65:21; 67:18,19;124:7;	132:5,17,17;133:20; 134:5,19,20;148:20; 165:25;196:11,23 marketed (2) 129:18;178:15 marketing (11) 8:4;13:20;50:5; 131:2;135:5;166:4, 7;182:11;195:9; 198:23;199:22 Martin (7) 45:21;46:1,9; 106:6;117:1,21; 123:18 materials (2) 20:2;130:14 matter (8) 14:24;16:8;25:6; 79:25;118:6;126:11; 185:3;198:2 matters (4) 17:17;140:6; 162:22;163:4 Matthew (4) 3:15;4:13,18; 80:19 maturely (1) 167:20 maximize (3) 23:4;178:22; 198:13 maximizing (2) 5:5;195:16 maximum (3) 6:4;132:19;156:18 may (52) 5:21;6:11;7:18; 9:23;12:10;13:7,17; 17:5;19:23;25:23; 31:23;41:25;42:1; 46:13;49:17,17; 52:19;59:21;62:5,6; 77:22;98:1;106:1; 108:5;123:14; 127:13;134:24,25; 138:12;140:18,20; 143:17;144:10; 146:24;147:3,24; 148:4;149:24;150:1; 157:16;161:1,9; 173:17;181:24; 182:3;185:16; 189:11;191:11; 194:8;195:17,19,22 maybe (28) 5:25;14:3;18:22; 21:7,24;22:18; 27:19;61:9;69:10, 10;80:9;82:1;85:6; 87:10;119:24;126:7; 133:6;146:12; 178:23;182:17,19; 192:18,22;193:4,24;
---	--	--	--	---

197:10,11,13 McCain (1) 17:14 MCCULLOUGH (12) 4:1,2;13:3,4,19,23; 14:1,5;20:20;183:13, 14;186:23 McCullough's (1) 29:10 mean (45) 8:21;9:22;12:13, 14;15:3;17:5,9; 24:23,24;25:19; 27:25;29:12;32:19; 33:2;34:4;48:13; 54:16;58:8;61:4; 64:11,16;67:22; 75:22;76:3;77:14; 94:15;99:25;100:7; 105:8;110:12;113:9; 119:7;135:20;137:6; 151:16;154:7; 156:25;158:22; 159:15;167:13; 171:21;185:23; 189:10;192:23,25 meaning (1) 189:2 means (6) 67:25;76:19; 100:6;144:18; 158:21;197:22 meant (2) 166:23;194:6 meanwhile (1) 19:16 mechanic (1) 196:9 mechanism (2) 29:7;148:11 Medders (1) 35:12 Media (2) 112:17;114:8 meeting (3) 7:11,14;8:18 meetings (3) 78:22;79:2,15 memory (7) 90:8;93:18;96:7; 103:2,13;126:7; 147:9 mention (2) 124:11;192:17 mentioned (11) 56:3;84:17;111:1, 8;112:7;114:8; 115:13;127:14; 137:2;192:18;193:9 mere (1) 173:3 merely (2) 5:24;70:13	merit (2) 53:16;83:13 merits (5) 6:8;30:3;74:24; 82:4;179:2 mess (1) 110:10 met (2) 160:12,13 middle (1) 25:1 mid-sentence (1) 3:1 might (18) 5:4;15:23;21:15; 23:4;30:8;67:16; 86:4;17;92:23; 148:9;156:13; 157:17;158:12; 168:18;193:6; 194:15;197:9; 198:13 Mike (38) 5:10;25:20;40:3; 41:11,17;42:24; 47:13;48:25;64:4; 68:9;69:4;70:24; 83:23;89:2,8;94:5, 14,19;96:2;97:8; 98:5;99:3;101:14; 109:20;114:6; 135:12;139:5,6,11, 12,14;153:17,17,18; 167:2;179:18,24; 196:16 mildly (2) 56:21,22 million (11) 116:1;149:5,5,8, 13,13;152:4,13,13; 168:3;175:17 million-dollar (1) 72:19 minimal (1) 132:10 minimum (1) 199:7 minute (11) 3:17,19;8:13;24:8, 8,9,10;49:3;55:22; 91:10;140:12 minutes (19) 11:14;26:16; 68:18;76:8,22;77:2, 6;81:6,11,12;87:17, 17;123:22;125:23; 130:20;140:11,12; 156:18;188:5 mismanaged (4) 131:12,16;156:23, 25 misrepresentation (1) 38:3	missing (4) 80:1;186:8,8,9 misspoke (1) 35:17 model (2) 128:24;136:5 modified (1) 12:17 modify (1) 34:19 moment (11) 17:1;25:12;27:5; 33:25;64:8;81:3; 83:11;117:15;140:3; 160:25;177:5 monetary (1) 81:21 Money (19) 13:21;21:8,24; 29:13;40:16,17; 50:13;67:17;110:8; 120:6;127:25;138:6; 146:22;147:10; 156:16;176:18,19; 178:20;198:14 monitoring (1) 77:16 Monotizers (1) 147:15 month (4) 56:11,19,20; 167:11 months (11) 47:25;50:12;66:2, 3;67:17;73:14,14; 133:3,3,6;150:10 moot (8) 39:10;174:7; 190:10,12,21;191:3, 13,15 mooted (1) 18:9 mooting (3) 18:7,17;19:25 mootness (2) 191:14,18 more (44) 10:5;11:14;30:12; 43:5;67:17,17,19; 68:18;73:19;74:24; 79:14;84:18;85:3, 13;86:4,16;87:23; 91:6;105:18;132:9; 133:6;134:15,15; 135:21;136:25; 140:12;143:7;144:9, 23;152:24;154:6,10; 159:4,18;163:1; 166:11;173:8; 176:21,25;178:23; 181:19,22;183:10; 197:5 Moreover (1)	198:16 morning (11) 3:4,23;4:1;6:16; 8:18;31:21;56:1,2; 78:13,19;191:23 mortgage (1) 100:9 most (14) 28:19;32:2;64:13; 84:4;87:18,18,23; 97:15,16,20,21; 110:25;195:4; 197:15 mostly (1) 84:14 motion (73) 4:21;6:8,13,16; 7:2,4;8:10,11,15;9:6; 10:21,25;11:10,16; 12:3,8,9,14;14:25; 15:14;17:6;18:25; 35:16,21,22,25;36:2, 5;37:2,8,10,23;38:9; 39:13;42:13;45:8; 48:4,9;49:4,5,6,6,7; 50:15,15;52:14; 56:23;74:13,16; 82:4;83:13;98:20; 102:24;103:5; 104:12,15;106:10, 10;118:8;119:11,20; 122:14,18;161:25; 179:2;182:8,25; 183:8;190:17,17,18; 192:5;199:12 motions (5) 38:24;74:21; 107:4;108:2;182:9 move (14) 20:11;41:13;53:6; 54:13;58:2,12; 63:14;68:10;70:8; 71:17;108:10; 123:24;168:5;173:1 much (32) 76:10;84:23; 96:18;101:19,23; 109:19;128:8,13; 131:14,25;133:9,9; 136:25,25,25;146:7, 8,23;147:2,9,23; 152:14,16;155:15; 156:19;159:4,4,18; 169:22;176:25; 192:24;197:11 multi (1) 89:23 multiple (3) 75:9;167:24,25 Munish (2) 110:4,9 Munsch (1) 3:5	myself (1) 160:10 N name (265) 4:23;5:8,12,18,20, 24,25;6:13;7:24;8:2; 9:17;11:4;18:14; 20:22,22;21:7;27:7, 17,21;30:9;32:4,25; 33:6;36:5,17;38:20; 39:19,23;40:1,2,8,9, 13;41:1,3,8,11;44:4, 5,9,11;48:5;49:12, 17,20;51:16,18,18; 53:10,17,20;58:6,20, 22;59:19,24;61:11, 14,19;64:18;67:21, 23,24;70:25,25;71:2, 2,3,6,6;72:4,20,25; 73:10,11,18;74:4,11, 13;75:23,24,25; 83:21,22,25;84:10, 24;85:16;86:11; 88:7,21;89:9,11; 90:1;93:1;94:1,5,14, 17,22;95:1,4,6,8,10, 12,25;98:12;99:14, 20;102:1,25;103:5,7, 11;110:10;112:1,2; 114:20,22,24; 115:13;116:16; 118:12,17,21; 120:11;121:2;124:2, 21,24;125:3,6,17; 128:21;130:18; 131:11,14,16,23; 132:11;133:24; 134:4,12,13,17,22, 23;135:4,18;136:11; 137:4;138:21;139:3, 3,7,13;141:21,25; 142:6,9;146:2,3,22; 147:24;148:11,12, 13,21;149:4,7,7,13; 151:11,11,17,20,25; 152:15;153:15,21; 154:8,12,17;155:2, 18,20,25;156:7,13; 157:1,11,24;158:7,9, 12,23;159:2,5,16,16, 17,19,19,22;160:8, 14,19;162:19;163:8, 9,16,19,23;164:1,12; 165:8,10,12,25; 166:3,7;167:2,20; 168:2,16,19;169:6; 173:20,21;176:15, 21;177:11;178:13, 15,23;179:3,9,17; 180:8,23;181:12,20, 22,25;183:1;187:21;
--	---	--	--	--

188:18,19;194:7,21, 23;195:13,23;196:1, 2,5,6,11,16,19,23; 197:17,24;198:14 named (1) 163:23 names (37) 59:21;65:19,22; 66:4;67:14;77:25; 92:23;96:6,8;113:10, 22;128:6;130:6,19; 132:6,15,16,18; 134:8,11,15;135:2; 153:6;156:23,24; 163:1;167:23; 168:22;169:10; 171:13;172:5,14; 175:12,16;179:6,8,9 national (1) 124:7 nauseum (1) 193:19 nearly (1) 179:18 Neary (1) 4:6 necessarily (2) 160:2,2 necessary (2) 19:1;109:11 need (21) 9:13;23:12;30:8; 33:16;79:1;82:7,7; 86:4,16,23,23;87:2; 101:10;130:13; 134:7;137:14;141:1; 143:4;154:5;173:14; 183:16 needed (6) 18:18;44:5;77:22; 98:18;130:5;131:21 needs (1) 13:10 neglecting (1) 157:4 negotiated (1) 50:1 neighborhood (1) 199:3 neither (1) 139:6 Nelson (28) 49:15;54:8,14; 64:17;65:3;77:16, 20;78:14;82:2; 83:10;87:4,16;93:22, 24;161:11,12,16; 162:19,20,21; 163:22;164:6;167:1; 168:22;169:17; 177:11;178:3; 181:15 Netsphere (9)	18:6,15;19:6; 110:4,6,17,22; 112:15;114:6 Network (1) 94:9 Nevada (5) 41:8;44:10;61:7; 71:7;95:18 new (9) 3:8;51:4,9;85:19; 118:11;136:1,3; 142:12,14 newly (1) 142:8 next (3) 12:2;79:5;161:9 nine (3) 88:15,17;154:22 ninety-nine (3) 115:25;116:6; 167:11 Nobody (2) 73:24;138:4 nobody's (5) 70:4;156:15; 176:15,23;185:9 nominal (1) 104:22 nonappraiser (1) 59:11 nondebtor (1) 29:6 nondeveloped (1) 157:11 None (3) 55:6;85:3;174:2 nonexpert (1) 59:11 Nonresponsive (1) 124:22 Nor (4) 67:11;105:2,2; 139:6 normal (2) 14:6;154:11 normally (1) 62:24 note (1) 183:7 notes (3) 4:8;140:10;193:13 notice (24) 5:3;12:9,18,19,24; 13:10;14:13;16:10; 17:17;18:17;26:10; 34:17;45:6,8;46:1; 83:16;84:3;169:5; 179:20,22,23; 182:13;198:24; 199:23 November (3) 86:12;124:15; 148:23	Novo (2) 38:16;115:3 nowhere (2) 40:15;43:8 number (30) 31:18;35:25;36:4; 42:6;43:19,21;45:7, 9,14,15;49:1,3;68:9; 72:14;89:3;97:14; 119:10;120:4; 128:12,14,14; 130:13;137:24; 138:14;144:15; 149:2,2;173:7; 174:10;195:19 numbers (2) 38:22;49:3 numerous (1) 166:2 O oath (1) 140:21 object (13) 26:1;36:16;38:17, 23,25;106:6,18; 108:11;117:11; 118:8;119:12; 179:23;182:25 objected (5) 5:6,6,1;38:8,11; 74:21 objecting (1) 108:2 objection (52) 6:17;33:19;34:12; 36:4,6;39:3;41:13, 21;42:9;44:1;53:3,6, 23;57:6;63:16,17; 69:21;74:5,6,8,9,24; 99:24;103:18,20; 104:12,14,18,22; 117:10,10,17; 124:22,22;130:16, 23;131:4;161:22,25; 162:2,6,16;163:13; 164:16;168:5;169:3, 7;172:1;173:16; 174:12;177:14,20 objections (12) 16:2;25:5;26:23; 62:2;104:19,20,24; 105:2;106:13,15; 162:9;189:25 obligation (1) 191:1 obligations (4) 195:6,12;196:1,2 obtain (3) 127:19;130:14; 181:24 obtained (2)	93:14;149:24 obviously (6) 40:6;54:21;64:16; 114:6;176:4;180:24 occasionally (1) 46:6 occupied (1) 131:23 occur (5) 5:4;12:23;95:15; 107:24;115:15 occurred (2) 116:23;123:18 occurring (1) 126:6 occurs (2) 52:9,22 o'clock (2) 79:18,19 O'Connor (4) 15:15;35:24; 191:21;200:3 October (7) 49:6;72:13; 138:16;173:19; 178:13;195:1;200:3 off (16) 22:23;27:4;29:22; 36:23;85:23;91:2; 107:25;124:11; 128:10;141:21; 146:22;147:24; 148:5;160:20;161:5; 172:15 offer (38) 8:3;33:15;44:12; 48:1,2;49:22;50:9; 53:8,9,9,14;55:1; 58:9;59:8,22;62:5, 11;64:2,20;65:6,11, 13;66:21,22;67:6; 133:19;134:1; 164:14;167:14; 175:25;176:1; 178:14,16;181:14, 14;198:18,21;199:16 offered (2) 59:4;131:15 offering (1) 82:12 offers (1) 125:11 office (3) 128:12;129:15,17 officer (9) 93:22,24;101:13; 166:12,13;180:9,10, 16;191:2 officers (1) 93:21 often (2) 46:7;192:9 old-fashioned (1)	35:12 once (3) 17:8;21:22;183:20 Ondova (197) 4:21;5:5,9,11,14, 15;7:8;13:5;17:6,7; 22:6;25:21;27:12,16, 16;32:4,6,11,25; 36:7;39:22,25;40:6, 21;41:9;42:24;44:3; 46:2,5,8,11,16; 47:13;50:20;61:20, 23;69:6;70:13,20,22, 23,24;71:2,5,7;72:5, 7,8,18,21,22;73:2; 74:23;75:6,13,25; 77:13,15,25;78:3; 79:25;80:17;83:24; 85:2;88:11,12;89:14, 20,20,22;90:4,6,11, 17,20;91:4,7,14,17, 24;92:17,20,24;93:9, 15,19,20;94:16,19, 22,23,23;95:2,4,6,9, 12,15,24;96:5,9,12, 15;97:8;100:22,24; 101:7,10,13;108:23, 25;109:1,4,8,10,11, 13,19;110:7,21,24; 111:2,11,15;112:1,3, 5,18,23;113:4,5; 114:2,9,15;115:3; 116:8,8;118:13,17, 17;119:6;135:8; 137:3,5;139:1,5,6, 12,18,20,22;141:8,9, 25;142:11;145:17, 25;146:18;153:17; 162:22,23,25;163:1, 17,20;167:14; 168:11;173:20; 174:9;177:16,18,22; 179:17,19,21;180:5, 9,11,17,18,19;181:4; 182:24;183:16; 185:17;193:16,17, 21;194:2,19,22; 195:7;196:7,19; 197:3,12;200:10 Ondova' (1) 74:4 OndovaLimited@gmail (1) 165:3 Ondova's (12) 31:24;33:7;39:23; 43:1;44:20;97:13; 98:4;100:21;183:25; 194:10;197:6,7 one (73) 10:5,14;16:23; 17:1;24:9;25:12,24; 30:12;33:25;36:1; 39:5,6;42:2;46:22;
--	---	--	---	---

49:18;51:1;58:21; 60:14;62:1;64:8; 67:10,11;69:13; 72:18;78:23;82:11, 11;87:12,15,16;89:8; 98:1;103:1;104:13; 106:22;112:17; 114:25;115:4,6; 119:10;120:5; 125:20;128:12,14; 130:13,17,18,25; 132:1,7,9;140:3; 144:5;152:4,10; 153:14;155:4; 159:20;160:25; 164:12;171:2,12; 177:5;178:17;179:9; 182:23;193:14; 195:17,18,19;196:8, 20;198:18 one-half (3) 39:25;44:4;71:7 ones (2) 49:20;111:8 one's (1) 51:14 ongoing (1) 110:8 only (19) 9:3;12:13,15;16:8; 22:13;25:22;62:1; 106:20,20;107:9; 109:14,17;128:21, 25;171:12;179:9; 188:2;191:22; 199:11 open (5) 56:5,7;57:21; 76:16;78:13 opened (2) 77:1;83:25 opening (3) 6:4;11:14,21 operate (1) 50:23 operated (1) 188:17 operating (7) 101:2,5;109:2; 135:23;141:7,10; 143:5 opinion (8) 16:25;17:9;18:11; 64:24;68:23;69:7; 124:15,25 opportunities (1) 168:18 opportunity (6) 29:2;64:17;65:13; 84:3;98:15;117:9 oppose (1) 179:7 opposed (2)	59:25;69:25 opposing (1) 12:2 oppositions (1) 57:10 option (5) 155:1,2,4;198:12, 15 oral (2) 26:18;192:7 order (65) 8:8;9:1;14:17,20, 20,21;15:16,17,18, 19;16:17,19;17:21; 18:3,8,13;19:20; 24:22;26:23;37:3, 25;38:20;39:11; 45:5,8,13;48:5,10, 18;50:12;54:22; 56:22,24;62:4,22; 63:12,20;65:18; 103:11,16;104:2; 105:19;108:13; 109:16;111:3;122:1, 3,8,22;138:3,12,15, 20;139:15;143:2; 173:23;178:13; 179:25;180:1;184:3; 193:2,4;200:7,9,12 ordered (6) 44:8;118:5;122:1, 12,22;123:1 orders (8) 15:11;19:24; 38:25;39:5,5;74:22; 118:7;200:11 order's (1) 14:21 ordinarily (1) 4:24 ordinary (1) 52:18 organization (1) 141:10 organized (3) 90:20;91:1,12 original (3) 33:10;86:22;94:16 originally (1) 94:3 others (3) 59:21;71:22;93:23 otherwise (3) 65:18;76:8;200:5 ought (1) 30:10 out (55) 7:13,21;20:25; 21:5,13,22;24:21; 26:22;37:15;49:13; 51:5;52:17,23;58:8; 59:22;64:21,23,25; 65:14;67:23;69:12;	70:2;73:15;79:1; 81:9;96:20;97:5,6; 105:18;117:18; 122:17;125:19; 126:14;129:19; 134:14,18,19,20; 148:2;153:7;160:10; 163:11;164:3;166:4, 4;167:24;168:18; 170:4;175:13; 176:20;186:12; 194:25;195:19; 198:5;199:23 outbid (1) 52:6 outcome (2) 43:22,24 outlandish (1) 9:13 outline (1) 7:1 outrageous (2) 9:19;36:9 outside (2) 24:7;128:18 outstanding (1) 46:20 over (27) 13:15;16:13; 26:24;27:6;45:16; 66:10,20;95:22; 97:15;101:25; 102:21;110:8,8; 111:2;122:25;124:6; 125:11,15,16;139:9; 153:6;165:18; 169:23;171:9;181:6; 189:13;196:24 overbid (1) 83:17 overcome (1) 193:8 overrule (6) 10:24;11:10; 117:17;162:11,16; 174:12 Overruled (24) 41:15,22;44:2; 53:4,7,25;54:2,15; 68:11;71:19;103:22; 124:23;131:4; 163:14;164:17; 168:7,10;169:4,8; 172:3;173:2,4; 177:15,21 overseeing (1) 100:24 overwhelming (1) 85:22 owed (1) 127:25 own (25) 25:21;26:17;	29:20;37:13;41:11; 69:19;90:4,4,5; 92:15,23;95:7; 96:21;97:12;104:10; 106:15;132:7; 134:21;139:22; 153:2;164:23; 175:13;178:16; 187:8;189:15 owned (33) 17:7;21:10;25:18, 19;27:1,22,24;39:25; 40:2;41:1,12;61:14, 15;70:22;71:8; 72:20;75:24;92:22; 94:1,19;112:3; 115:5;139:4,10,12, 13;141:22;163:8,19; 171:16;180:17; 188:19;194:19 owner (15) 86:22;93:15; 94:13,14,15,16; 95:10;133:25;134:4; 139:19,20;142:23, 25;170:14,16 owners (3) 76:2;142:2;144:16 owner's (1) 29:9 ownership (67) 5:25;6:9;11:3; 23:23;26:25;28:5,19, 21;30:5;31:7,12; 32:18;34:6,7,13,17, 20,21,22;35:8;60:12; 69:23,25;70:6; 71:10;74:10;75:24; 77:10;83:21;84:9, 20;85:10;88:23; 98:24;100:17; 110:10;115:8; 138:18;139:1,11; 141:5,12,13;142:15, 17,22;155:20; 162:13;170:24; 179:2,16;180:2; 182:22;183:16,24; 184:1,4;186:17; 188:5,11;189:18; 193:15,16;194:3,8, 23;197:17 owning (3) 77:25;93:19;95:4 owns (14) 29:19;30:9;32:3, 11;70:18,20;74:4; 90:5,11;92:2,17,20; 134:8;170:21	126:12 package (2) 167:7,12 page (7) 135:11;149:3; 157:18;164:24; 165:1,13;182:1 pages (1) 17:15 paid (22) 72:3;77:23;78:2; 96:11,12,13,15,15; 97:2,4,7,9;101:17, 18,20,22;180:10; 184:10;185:17; 194:22;197:11,11 pale (1) 85:1 paper (4) 10:18;128:22; 129:1,4 paragraph (19) 75:23;99:5; 135:15,16;136:8,12; 138:20;139:23; 140:1;141:20; 173:21;188:16; 195:14,15,21;196:4, 6,13;197:1 paraphrase (1) 88:22 parked (2) 175:18;176:21 parking (1) 167:3 part (13) 43:9;44:20;50:19; 54:20;57:2;85:19; 90:2,2;106:3; 130:20;177:11; 188:25;189:3 participate (1) 34:3 participating (1) 149:9 particular (3) 116:12;134:22; 160:14 particularly (4) 14:19;67:13; 142:21;176:12 parties (18) 49:18;52:17;76:1; 82:14;110:24;138:1; 142:2,16;144:15; 153:25;164:25; 166:16,18;195:15, 17,22;196:4,8 parties-in-interest (1) 198:13 party (17) 5:22;8:23;22:4; 28:7;30:6;55:5;84:1;
			P	
			PACER (1)	

89:6,7;138:2;174:8; 188:7;195:19,19; 196:6,20;200:7 party-in-interest (1) 6:1 pass (3) 125:21;160:23; 169:12 past (5) 5:9;159:7,14; 172:1;198:17 Pause (5) 24:11;55:23; 135:14,22;140:4 pay (14) 56:11;77:18; 84:11;96:18,20,20; 109:12;110:21; 114:2;125:15,16; 131:14;181:22; 184:6 paying (11) 77:13,15;78:4; 109:2;138:4;177:12, 16,16,18,22;193:2 payment (5) 129:11;159:25; 160:3,7;169:24 Payne (1) 7:12 pecuniary (1) 183:5 penalty (1) 194:10 pendency (1) 155:18 pending (19) 15:4,8,14;16:22; 18:22,24;19:18,21; 32:21;37:2,25;38:7; 104:4;111:17; 155:15;192:5,11; 200:4,7 pending' (1) 16:24 people (24) 36:18;49:14;66:3; 80:9;83:18;96:8; 107:6;110:25; 128:13;129:2;131:2; 134:10;147:15; 150:11,12;160:10, 17;166:14;175:2; 181:19;186:11; 188:14;189:4,5 people's (2) 143:16,18 per (1) 5:22 percent (29) 27:7;29:13,24; 41:11,12;70:18,21, 22;106:22;109:4;	115:25,25;116:2,6; 121:11;137:13; 139:5,5,10,11,12,12, 14,15;149:6;165:6; 188:19;194:6,20 percentage (8) 158:5,9,11,13,14; 160:1;174:23; 175:21 perfect (1) 99:6 perfected (4) 100:4,5,8;180:7 perfectly (1) 20:23 performer (1) 141:25 perhaps (2) 11:5;84:4 period (22) 23:6;24:4;41:3; 50:5;51:15,16;55:8; 91:16;116:10,24; 128:19;130:3; 132:19;134:12; 146:22;147:8; 176:18;179:15; 182:11;185:25; 198:23;199:23 periods (1) 173:9 perjury (1) 194:10 permanent (1) 18:12 permits (1) 84:24 permitted (1) 117:24 person (8) 91:1;106:20; 134:16;156:12; 158:18;160:5,7; 165:4 personal (14) 9:12,14;10:17,20; 63:23;96:21,24; 97:12,13,13,18; 98:11;180:1;183:6 personally (13) 5:8;9:7;31:25; 89:11;100:14,18; 116:17;119:18; 137:10;184:7,16; 185:16;197:13 perspective (1) 22:19 Pete (1) 114:13 Peter (1) 104:21 petfinders (1) 38:13	petition (13) 27:12;111:6,7,12, 15;112:13,18,23; 163:15,19;170:2; 171:16;180:25 ph (3) 7:12;15:15;35:12 phone (5) 4:10;8:4;51:10; 80:18;182:15 picture (1) 114:1 piece (2) 64:25;131:19 pieces (1) 118:15 pile (1) 41:4 place (12) 51:17,19;71:5; 93:23;95:20,21; 123:20;128:7;139:8, 10;140:18;153:17 placed (6) 30:16;41:8;47:24; 68:2;88:24;101:11 plan (6) 65:23;76:14; 130:20;136:5;195:7, 8 plant (1) 56:12 platform (1) 195:9 play (3) 21:5;23:11;181:23 player (1) 181:25 pleading (14) 88:20;119:22; 120:1,1;121:8,9; 149:4,11,16;150:4,4; 151:2,3,6 pleadings (2) 7:13;57:20 please (15) 3:3,4;10:24,6; 25:23;32:23;39:19; 55:22;62:24;79:24; 88:3,7;105:21; 140:17;161:12; 178:11 plenty (5) 65:1;109:13; 110:21;111:3,3 plumbing (1) 131:22 plus (1) 25:6 pm (7) 79:23,23;80:15, 15;140:16,16;200:15 pocket (1)	108:5 podium (1) 181:5 point (34) 7:4;13:9,11;15:12; 16:16;22:2;30:12; 38:7,16;60:2;90:9; 95:7;98:7;99:8; 112:9;114:18;115:3; 117:5;131:12; 137:21,22;138:21; 139:7,22;147:7; 155:1;161:18;167:1; 173:17;174:1; 186:13,20;189:20; 194:1 pointed (1) 167:5 points (1) 170:1 popping (1) 54:6 portfolio (2) 49:19,19 portfolios (1) 66:1 position (10) 10:4,23;24:19; 88:11;95:9;106:6, 17;127:25;194:1,2 positions (1) 57:20 possession (8) 97:17;98:3,6; 143:12,13,18; 184:23;189:14 possessions (1) 143:16 possibilities (5) 149:22;150:4,6; 154:16;158:15 possibility (2) 9:23,23 possible (6) 13:21;28:19; 52:25;96:22,22; 165:25 possibly (2) 167:18;190:20 post- (1) 27:11 post-Ondova (1) 180:25 post-petition (1) 197:2 pot (1) 21:24 potential (17) 4:14;14:2;21:14; 84:23;128:15,18; 129:1;130:12;132:7; 134:22;135:4; 156:12;159:1;	164:25;187:13; 198:8,16 potentially (2) 21:6;198:14 potted (1) 56:12 pour (1) 129:3 power (2) 181:12;183:18 practical (1) 129:4 pre-arrange (1) 167:9 pre-bankruptcy (1) 40:20 precedent (1) 19:4 precedes (1) 53:5 precisely (4) 88:16;92:21; 100:6;105:12 precluded (1) 30:15 preliminary (2) 40:7;43:5 pre-mark (1) 62:25 premier (1) 58:21 premise (1) 22:23 premised (1) 130:17 pre-Ondova (1) 40:20 prepared (3) 98:13;124:10; 128:10 preparing (1) 98:21 prepped (1) 174:20 present (7) 7:2;8:8;44:14; 46:16;69:1;100:20; 107:8 presentation (1) 46:18 presented (5) 41:19;165:20; 182:6;198:15,18 presenting (1) 39:4 preserve (3) 89:10;120:11; 121:1 presided (1) 45:16 president (8) 42:24;88:13,14; 89:21,24;91:4,15;
---	---	---	---	--

93:20 presumption (1) 179:20 pretty (7) 9:17,19;47:23; 64:20;159:23; 168:24;169:22 prevent (1) 15:23 prevented (4) 109:14,15;155:17, 22 previous (3) 81:15;130:24; 135:3 previously (3) 139:13;143:4; 162:25 price (21) 13:21;14:3;21:1,7; 52:10;60:4;65:1; 130:7,8;131:13; 133:1,8;148:7,14,16, 17;163:25;168:15; 176:25;195:20; 198:21 priced (1) 167:23 prices (3) 169:6,10;182:3 pricing (2) 168:21;169:1 primarily (2) 32:5;166:22 primary (1) 5:7 print (1) 170:4 printed (1) 37:15 printout (1) 115:18 prior (13) 8:3;40:11;45:14; 80:6;88:10;111:15; 116:10,24;134:6; 141:13;167:13; 170:11;189:5 priority (2) 187:17,22 privacy (10) 111:14;112:6,18, 25;113:2,4,5,19,21, 23 privacy-type (1) 113:7 privilege (4) 99:17,25;118:24; 123:11 privileged (3) 103:19,20;105:1 Probably (20) 42:2;84:18;85:18;	90:9,15;92:12;96:7; 97:22;127:11,15,17; 148:14,21;155:5; 159:22;169:1; 175:12;176:18; 182:17;183:2 problem (7) 22:18;27:15; 28:17;125:2;129:13; 132:1;178:18 problematic (1) 197:5 problems (3) 60:11;156:10; 179:4 procedurally (1) 14:16 procedure (7) 5:2;23:20;31:5; 34:8,23,24;82:4 procedures (29) 4:22;12:14,19; 30:4;50:16;51:12, 15;64:9,12,14,14; 69:22;83:15,16,16; 124:13;128:5,6; 130:24;178:19,21, 24;179:5,11,12; 181:15;182:8; 198:10,22 proceed (4) 6:4,11;70:3; 117:19 proceeding (24) 5:10;7:6;8:24; 13:6;30:6;43:16,23; 44:15;45:10,17; 72:12;83:23;84:2,7; 97:23;98:15;102:14, 17;105:7;124:16; 129:10;189:22; 192:19;193:7 proceedings (5) 107:4;109:22; 135:8,12;200:15 proceeds (8) 13:8,15;20:24; 22:15;160:9;183:20; 198:4,6 process (23) 5:3;8:6;20:21; 21:5;22:12;23:3; 28:25;29:23;30:10; 31:2,13,16;48:7; 50:2;51:21;54:16, 21;61:5;83:17; 98:16;143:9;178:18; 199:14 produce (1) 31:19 product (1) 152:18 professional (1)	45:9 proffer (10) 7:2;8:1;33:15,20; 34:5;38:21;55:11; 86:15,18,21 profits (5) 158:5,7,13; 174:23;175:22 prohibited (8) 57:15;104:17,19; 108:1;119:18; 120:22,22;122:9 prohibits (1) 77:24 promise (1) 168:15 Pronske (1) 73:22 proof (6) 10:3,16,22;187:14, 16,21 proper (5) 13:10;130:14; 131:1;148:10;187:3 properly (3) 34:20;131:15; 186:18 property (23) 12:16;14:25;17:7; 22:20,22,24;23:1,9; 24:20;27:16;28:23; 29:6,6,8,9;31:3; 64:25;66:4;74:23; 85:5;116:10;187:16; 197:2 proposal (2) 7:1;43:10 proposed (10) 5:1,2,2,24;23:5; 30:4;50:16;130:24; 198:21,22 proposing (4) 19:17;83:14,15; 154:5 proposition (1) 16:6 protect (6) 36:11;107:8; 118:16,21;120:2; 121:10 protected (1) 18:19 protecting (1) 30:15 protection (2) 187:15;197:20 protections (2) 55:1;83:17 protective (1) 22:12 protects (1) 12:24 protocol (3)	105:17,19,25 prove (1) 32:17 provide (12) 8:6;49:2;53:22; 98:8;127:23;143:2; 155:10;171:10,11; 172:21;189:4; 197:20 provided (10) 26:25;49:24; 127:3,10;129:1; 130:14;138:13; 180:4;198:25;199:6 Provident (1) 16:3 provides (3) 171:23;173:23; 198:1 provision (5) 89:1;101:8,11; 116:15;196:7 provisions (2) 181:7;195:3 prudent (1) 134:7 public (1) 185:4 publication (1) 65:1 publications (3) 51:17,18;124:7 publicly (1) 126:12 publish (1) 64:17 pull (1) 189:13 pulled (3) 173:7,8,8 pulling (2) 171:7;172:22 pulls (2) 170:25;172:4 purchase (8) 66:3,4;131:3; 167:9,14;178:20; 181:25;182:17 purchaser (7) 4:14;8:5;55:2; 165:4,7,11;179:14 pure (1) 64:6 purportedly (1) 107:5 purpose (2) 5:5;13:6 pursing (1) 190:23 pursuant (4) 9:1;122:3;178:12; 196:5 pursue (4)	77:1,3;83:22; 175:14 pursuing (3) 39:11,12;44:13 put (33) 10:25;13:21;14:2; 26:3;30:7,19;31:11; 65:13;71:6;77:21; 82:24,25;83:18; 89:12;93:23;102:20; 107:11;122:25; 128:23;129:19; 139:8,9;146:24; 147:16;151:1,3; 153:16;168:3;170:1; 181:17;182:13; 194:13;195:6 puts (2) 84:22;170:1 putting (1) 83:8
Q				
qual (1) 182:16 qualified (7) 51:22,25;52:9; 124:25;130:12; 182:12;199:1 Quantec (2) 38:16;115:3 quibble (1) 188:23 quickly (1) 65:20 quite (7) 8:9;135:3;158:3,3; 176:12;193:23,24 quo (2) 16:7,9 quote (3) 88:25;149:12; 185:14 quoted (1) 16:10 quote-unquote (1) 56:12				
R				
rabbit (1) 17:5 raise (1) 161:13 raised (13) 13:11;34:9,11,12, 16,18,19;52:15; 88:20;162:14;179:3; 191:17,19 ran (1) 111:18 random (1)				

193:13 range (6) 148:4;158:1,14,17, 19;167:23 Ray (1) 3:4 re (1) 19:22 re- (1) 182:19 reach (1) 25:2 reached (5) 7:5;8:13;10:6; 70:23;71:5 read (7) 6:22;8:16;117:6; 135:21;139:23,23; 144:22 reading (12) 56:22;105:16,23; 119:13;121:8; 132:23;144:9,23; 145:7;151:2,4; 166:14 reads (1) 144:4 ready (7) 11:15,18;81:23; 87:24;168:2;178:19; 182:16 real (9) 29:18;104:3,3; 128:21;131:18,19; 132:17;176:11; 184:9 reality (2) 30:13;189:9 realize (1) 5:12 realized (1) 40:16 really (31) 6:6;7:21;27:25; 34:3;43:20;51:14; 54:6;67:4;70:4; 82:10;84:17;92:20; 105:3;128:8,23; 133:13,15,15; 134:16;146:21; 148:6;154:1;171:5; 181:12;186:17; 192:16;193:25; 195:2;196:13,24; 197:18 reap (1) 64:15 reason (8) 89:1;144:5; 161:17;176:16; 179:7;180:21; 181:13;189:21 reasonable (15)	53:14;83:14,17; 87:19;133:2,8;154:4, 6,10,12;178:21; 179:12;180:15; 195:11;198:9 reasonably (1) 197:10 reasons (3) 180:24;182:5; 183:9 rebuttal (4) 161:19,20;162:12, 13 recall (130) 43:24;46:11,14; 56:10,22;57:12,15; 58:17,19;60:1,13; 77:17;81:17;88:16; 90:7,14,16,18,22; 91:10,12,13;92:9,13, 16,21,25;93:10,10, 22,25;94:4,9,23,24; 95:3,18,22,23;96:1, 6,8,12,13,17,19;97:3, 11,15,16;99:10; 100:22,25;101:1,1,5, 9,12,13,16,19,20,22; 102:18;103:3,24; 104:3,9,11,16,21,23; 105:12,13,25;106:3; 108:14,17;109:5,21; 111:12;112:3,9; 113:5;114:10,13,17, 25;115:1,4,16; 119:12;120:4;121:8, 25;125:13;127:16; 135:6;137:7,8,10,12, 20,21;144:1;145:3,3, 4,5,7,12;146:12,15, 16,23;147:6,19,21; 149:9,10,21,25; 150:17,22,24; 162:10;164:7,9; 173:7;180:16 recalling (1) 91:2 receive (2) 52:6;89:20 received (7) 42:19;53:9;63:20; 127:15;145:6; 165:18;199:16 receiver (24) 5:19;19:16;27:6; 44:9;57:19;60:25; 61:1;62:4,22;63:12, 20;70:18;97:16; 105:11;106:16; 129:9;130:19; 138:13,15;184:24; 188:18;194:5; 196:10,23 receivers (1)	185:23 receiver's (2) 143:13;179:8 receivership (28) 15:2;19:14,17; 26:24;27:1;30:16, 18;36:10;50:20; 61:3,13;88:24; 102:20;118:22; 120:18;122:24; 123:2;127:3;138:13, 20;139:8,9,15;159:9; 184:3;185:1;196:14, 24 receiverships (1) 127:16 recent (1) 9:8 recently (1) 190:25 Recess (3) 79:23;80:15; 140:16 recitation (1) 143:2 recognize (4) 18:13;62:14;63:7, 10 recognizing (1) 183:15 recollection (17) 40:25;45:24; 46:12;71:14;72:17; 74:10;75:11;89:6,7; 94:6;97:21;104:17; 138:7;145:19; 146:13;148:4;167:3 recommendation (1) 22:24 record (22) 23:21;35:14; 39:19;45:12;54:13; 79:25;80:16;88:8; 110:1;117:6;126:11; 138:15;161:5;167:1; 169:23,25;170:3; 172:11,12;174:5; 182:11;185:4 recorded (1) 100:13 records (26) 44:20;97:8,12,13, 14;98:3,10,11;99:2; 107:23;127:3,4,7,9, 15,20;128:1;141:1,1; 143:4;170:15,18; 173:7,11;185:16; 186:7 recover (4) 116:23;127:2; 158:17,21 recovery (4) 116:9;160:1,4,6	recross (6) 76:19,21,24; 160:24;161:6;178:1 redir (1) 77:5 redirect (12) 76:10,11,18,23; 128:4;143:22; 156:17,20;166:24; 177:8,9;178:1 reexamination (1) 125:25 ref (1) 93:17 refer (3) 16:6;45:3;145:11 reference (2) 48:25;75:5 referencing (1) 179:7 referred (2) 14:22;16:1 referring (6) 15:23,24;113:2; 135:16;136:20; 169:19 refers (2) 135:15;142:8 reflect (2) 170:15,18 reflective (4) 133:8;134:2,2,5 refresh (6) 90:8;93:17;96:7; 103:2,13;126:7 refused (1) 184:24 regard (7) 5:24;20:21,24; 37:2;85:10;197:17; 198:12 regarding (25) 4:25;7:6;8:2,9,11; 9:9;21:10;26:3; 30:24;47:12;50:1; 90:1;103:6;119:21; 121:8;163:1;178:18; 179:3,10;180:2; 182:16;187:13; 188:13;195:7,12 regardless (1) 29:22 register (2) 94:24;179:21 registered (10) 72:4;94:6,8,18; 142:6;146:4,4,6; 170:13;173:20 registers (1) 170:21 registrant (23) 27:25;72:23;94:3; 95:10,24;114:24;	145:14,16,22,24,25; 146:1,11,19;169:18, 19,25;170:14,16,19; 171:16;172:5;173:5 registrant's (3) 113:6,9;163:16 registrar (11) 73:2,5,6;162:25; 163:2;169:24; 170:18;172:5,24; 173:20;174:9 registrars (1) 77:24 registration (10) 72:3;77:14,15,18; 78:2;94:10,11; 170:24;172:19; 194:22 registrations (3) 172:9,10,18 registry (2) 13:22;21:9 rejected (1) 129:22 relate (1) 135:16 related (7) 47:13;52:19; 114:20,22;137:4; 162:22;163:4 relates (2) 52:15;85:21 relating (1) 46:19 relationship (1) 58:1 relatively (1) 176:9 relevance (5) 69:21,21;70:10; 130:23;195:2 relevant (8) 83:12,20;117:13; 130:21;142:21; 195:4,22;197:19 reliable (2) 171:24;172:18 relief (12) 14:17;15:18,19; 16:17,19;17:22; 18:5;19:20;24:23; 37:3;118:16;190:19 relitigation (1) 84:1 rely (1) 200:8 relying (3) 29:4;85:12,14 remaining (2) 83:9;87:3 remark (1) 34:25 remedies (2)
--	--	---	---	---

195:17,18 remedy (1) 195:21 remember (68) 33:8;47:25;48:13; 49:16;51:4;56:4,6, 17,18,21;57:2,3,4,7, 9,11,13,18,21,25; 58:1,11;60:4;65:5, 19,21,25;73:1;74:25; 75:3;77:12,21;91:20, 25;92:7;93:1,18; 94:8;95:19;102:3,5, 10,11;105:23;112:2, 7,8,9,19;114:18; 115:20;121:7;122:4; 125:14;126:4,6,9; 130:10;131:9;135:9, 10;145:7;146:10; 147:17;151:6;152:7; 160:15;164:14 remind (3) 83:12;84:10; 140:21 remote (1) 10:13 renew (1) 41:1 renewal (1) 177:13 renewals (3) 177:16,19,23 renewed (1) 41:4 repairs (1) 131:21 repeating (1) 174:14 rephrase (2) 92:19;131:5 replace (2) 122:6;123:7 replaced (3) 121:23;123:12,18 reply (1) 192:6 report (1) 74:20 reports (1) 199:14 represent (15) 4:13;56:14;96:5,9; 105:5;106:14,19; 107:8;108:20;117:2, 22;118:2;122:18,23; 149:4 representations (1) 191:10 represented (1) 123:2 representing (5) 3:18;4:5;7:10; 56:5;65:19	reputable (1) 155:5 reputation (1) 53:5 request (5) 121:24;122:15; 127:19;156:9; 199:11 requested (1) 52:25 requesting (1) 120:6 requests (2) 127:6,8 require (1) 12:18 required (4) 61:7;129:10; 140:21;199:4 requirement (1) 128:15 requires (2) 54:5;189:18 reschedule (1) 79:2 rescheduled (1) 78:23 research (3) 17:3;133:25; 155:10 reseller (2) 167:4,12 reserved (1) 22:14 reside (1) 40:4 residual (1) 12:6 resolve (7) 12:8;43:6,16; 109:12;138:3; 156:10;183:20 resolved (4) 12:21;34:15,21; 72:14 resolving (1) 137:23 resources (6) 154:18;186:10,10, 15;189:9,15 respect (16) 14:19;17:17; 60:12;63:22;64:7; 85:19;128:3,4; 137:2;138:11; 141:14,19;142:1,22; 179:10,16 respectfully (2) 19:7;30:13 respective (1) 5:11 respond (2) 116:19;130:1	responded (1) 143:12 response (9) 6:14,15;7:3,4; 8:11;35:9;88:25; 127:22;192:3 responsibility (1) 19:3 responsible (1) 135:17 restroom (1) 81:2 rests (1) 178:7 result (5) 40:23;64:9; 110:13;133:1;182:2 27:18;125:1 resume (2) 81:24;140:20 RESUMED (2) 77:7;140:23 retain (1) 97:18 retains (1) 16:8 retention (1) 190:19 retrieve (1) 185:16 revenue (7) 109:4;134:15; 147:23;148:4;155:2; 158:7,14 revenues (5) 65:25;67:14; 174:23;175:21; 195:23 reversed (1) 30:20 reversion (1) 196:15 reversionary (10) 27:18;89:15;98:9; 99:7;118:11;119:9; 180:6,14,22;197:8 revert (2) 26:25;61:14 reverted (2) 27:7;184:4 reverting (1) 88:23 review (5) 6:15;14:12;62:24; 128:20;191:10 reviewed (1) 44:23 reviewing (1) 135:6 revised (1) 54:22 rewardscom (1)	135:1 right (224) 3:25;4:8,8,15,18, 20,21;6:3,11;7:16; 10:24;11:13,17,19; 12:4;13:16,23; 19:15;20:25;21:14; 22:5,7;23:19;24:14, 15;25:1,14;26:5,5; 27:10;28:12;29:1, 13;30:2,5;32:22; 33:12,18;34:14; 35:1;37:4;38:1,4; 39:14;43:22;44:25; 46:23;47:4,6,9; 48:24;54:6;55:3,16; 56:16;57:6,24;59:9, 12;60:7,8;61:12,25; 63:16,19;64:11; 65:24;66:11,22;67:5, 7,10,18;69:13;71:1, 22;72:15;74:12,15, 17,19;75:7,12,14,18, 21;76:5,6;78:5,8,10; 79:13,21,25;80:5,7; 81:4,14,23;83:2,6, 21,24;84:5,5,6; 86:11;87:2,8,11,24; 88:2,19;89:3,21; 91:19;93:20;94:1; 95:5;99:5,7;106:3; 108:23;109:3,22; 112:4,14;116:9,21; 117:19;122:14; 123:21;125:22,25; 126:9,25;127:4; 128:2;132:7,13; 136:10,18;138:1,2; 140:2,7,17,18,20; 142:4,5,21;143:9,10, 13,19,21,22,25; 144:3,24;145:1; 146:10;148:7,21,23; 149:11;153:13,20; 156:17;160:24; 161:7,9,12,13; 162:11;164:9; 166:10;167:11; 169:13;170:8; 172:14,15,19,24; 173:12;174:12,19; 176:4,9,19;177:1,5, 8,17;178:1,3,5,7,10; 181:5;183:11,21; 184:12,15,17,20; 185:5,8,11;186:1,19, 23;187:19;190:6; 191:11,24;192:1,4, 12;196:12;200:1,2, 12 right- (1) 112:11 rights (17)	5:11;22:14;23:24; 72:14;84:10,20,20; 106:16,18,19,20,22; 107:3,6,8;142:13; 146:8 rights' (1) 36:11 rise (4) 59:14;79:22; 80:14;140:15 risk (1) 129:8 role (1) 54:8 Roman (1) 61:9 roughly (1) 164:7 row (1) 46:17 rule (9) 17:15;25:7;26:17; 28:22;55:8;112:4; 168:8;179:15;193:1 ruled (1) 195:1 Rules (3) 62:25;101:4,6 ruling (3) 45:6;117:24;174:6 run (3) 65:3;113:19,19 Ryan (1) 73:25
S				
sale (123) 4:22;5:1,18,24; 6:8;7:2;8:6,10; 12:20;13:6,14;14:2; 15:25;18:8,12; 20:21;22:11,15;23:3, 5,15,17;24:4,20; 30:4,10;31:1,5;34:8, 12,23;36:16;38:18, 20,23;39:5;42:10; 44:9;49:4;50:1,12, 16;54:16,20,23;58:9, 20;59:24,24;65:20; 67:14;69:22;70:3; 74:24;82:4;83:13,14, 17,22;84:5,25;85:15; 86:2;104:12,14; 106:2,7;108:2,12; 115:14,18,21;118:8; 119:12;124:17; 125:1,2;128:6; 130:22,24;131:16; 132:4,20;133:4,6,7; 136:24;148:8; 161:23,25;162:2; 164:7,23;165:2,18;				

166:21;176:13,14; 178:18,18,21,24; 179:2,4,10,11,23; 180:1;181:13,14; 182:8,8,25;187:4,13; 189:18;196:19; 197:19;198:8,10,24; 199:13,17 sales (10) 59:20;64:9,12; 130:7;151:16;152:1; 163:25;167:6; 168:15;195:9 Sam (1) 35:16 same (14) 17:25;79:2;91:9, 15,16;112:14; 124:16;170:25; 172:6;173:23; 174:14;182:1;190:8; 198:4 sanction (2) 81:21;102:19 sat (2) 46:17;148:20 Saturday (5) 6:14;10:18;74:6; 162:4,14 saw (1) 180:21 saying (30) 7:11;9:3;19:2,23; 27:5;31:18;32:17; 57:3,18,21;65:17; 66:13;85:16;90:11; 94:14;95:7;96:15; 115:23;116:12; 118:12;122:17,19; 125:13,14;141:17; 150:7;151:1;154:9; 187:23;189:12 scenarios (1) 31:24 schedule (5) 33:7;191:21; 194:10,11,13 schedules (6) 32:24;33:2,10,10; 93:12;193:17 scheduling (1) 76:15 Schepps (36) 7:12;39:3;103:15, 25;104:7;107:5; 108:12,15,17,20; 119:10,13,20,23; 120:2;121:9;123:2,3, 4,14,17;127:12,13, 15,19;128:3;149:24; 150:1,5,24;151:1; 174:5,7;184:24; 190:25;193:3	Schepps' (1) 149:15 school (1) 200:6 scientific (1) 153:9 screen (1) 126:18 se (1) 5:22 search (1) 160:21 seated (2) 79:24;140:17 second (5) 14:25;25:24; 47:15;83:8,20 seconds (1) 116:5 section (19) 11:5;27:21;85:10; 86:14;88:25;144:3; 180:24;187:12,12; 188:16;189:2;195:2, 4,5,5;196:1,17,18; 197:3 Security (14) 61:10,11,18,19; 88:22;99:2,4,6,12, 19;100:12,17,19; 180:7 Sedo (28) 36:6;38:9,18,24; 44:12;47:22;49:4,5, 6,8,9;58:20;59:8; 65:12;73:19;74:13; 125:8;164:5,7,11; 165:20;167:13; 176:1;178:12,14; 181:19;190:18,19 Sedocom (1) 164:20 seeing (5) 45:1;90:14;109:7; 145:3;182:1 seek (7) 116:9;118:16; 166:4;195:17,22; 196:6,8 seeking (1) 36:12 seem (6) 7:9;54:3;57:25; 59:12;60:1;80:1 seemed (4) 46:3;47:23;59:13; 65:13 seems (5) 80:6;85:24;169:9; 174:13;190:1 sell (63) 4:22;5:19;6:13; 8:3,3;11:18;14:25,	25;17:6;19:17;23:9; 28:18;29:20,25; 36:5;38:9;44:11; 47:19;48:5,7;49:6,7, 12;53:12,17;65:18, 19;74:16;83:25; 84:6,19;102:25; 103:5,8,11;125:5,8; 131:10;134:17; 148:12,12;155:3; 160:4;164:12;168:2; 178:13;179:6,8; 181:12,18,20; 183:17;188:18; 190:18;194:5; 195:22;196:6,9,11, 23;197:23;198:1,17 seller (5) 129:20,23,25,25; 135:3 sellers (1) 132:16 selling (14) 7:24;22:20;29:22; 31:3;40:15;43:10; 65:22;69:25;130:18; 131:13;134:6; 148:11;179:9; 196:22 sells (1) 134:8 semantics (1) 153:7 send (2) 126:21,23 sense (6) 12:1;14:16;29:12; 155:16;159:19; 196:22 separate (2) 38:24;48:4 separately (1) 199:19 September (7) 6:14;56:8;88:20; 126:13;178:15; 192:2,6 September/early (1) 200:3 series (1) 196:13 serve (2) 48:4;189:7 server (8) 51:1,19;77:10; 115:18;143:23; 152:17,20,24 servercom (11) 59:25;60:1;66:25; 68:3;115:14,19; 152:4,14;163:23; 169:2;176:13 Servers (68)	14:20;18:14; 20:22;25:17,19,20; 26:24;27:3,6;29:24, 25;38:15,18;41:9,17; 49:4;53:21;54:5; 60:22;61:1,3;70:13, 17,23;71:2,6;75:12; 88:24;131:1;135:13; 136:2;138:21;139:2, 4,9,11,14,17;141:7,9, 11;142:8,13,14,19, 20,23,25;143:23; 152:15,17,18,22,23; 166:8;173:23; 177:19;180:19; 183:25;185:17; 193:15,16,22;194:4, 9,13;196:15,24 serverscom (103) 4:23;13:8;20:22; 25:16,19,21;33:6; 38:9;39:5,24;47:19; 58:7;59:3,25;61:14; 63:23;64:15;65:4; 66:8,10;67:15;68:3, 22;69:3,8,18;70:21; 71:11;72:4;74:18; 75:5,24;77:20;78:3; 86:22;88:23;94:2; 95:1;106:2;119:9,12, 21;120:9;121:10; 125:19;133:11,16, 25;134:23,24; 135:25;136:25; 137:4;139:2,7,10,19, 21,23;141:4,21; 142:6,12,13,24,25; 143:3;145:14,16; 146:1,19;147:5; 148:5,8;149:4; 153:15;154:16; 157:13,15,18,24; 159:2,17,21;163:5,7; 164:8;166:18;167:5, 14;173:6;177:13; 180:23;187:21; 188:11,13,20; 190:18;194:21; 195:7,9,16;197:24 serversinc (2) 25:18;142:18 serves (1) 54:9 service (6) 111:15;150:9,16; 152:18;171:10,11 servicecom (1) 46:13 services (1) 53:22 serving (1) 152:24 set (5)	26:22;93:11; 132:19;192:2,7 sets (1) 36:2 setting (1) 126:14 settle (3) 60:11;90:3;110:22 settlement (40) 5:17,18;11:5; 12:19;25:9,13;26:20, 24;40:21,23;42:19; 43:5,6,9;60:12; 70:23;85:11;89:2; 90:2;100:20;101:8, 11;110:14;112:14; 138:25;139:21; 140:1;144:1,4,7,11; 146:21;183:23; 188:16;193:18; 194:18;195:3,4,5; 196:8 settling (1) 137:4 seven (1) 169:10 seven-digit (1) 169:10 several (8) 78:16;95:19; 98:20;117:7;129:24; 130:20;157:4; 185:14 severally (2) 27:1;61:15 severscom (1) 194:5 shall (10) 61:14;75:24;76:1; 141:22;142:2,6,16; 144:15;198:23; 199:1 sham (3) 124:13,15,17 share (3) 168:15;172:15; 193:14 shareholder (2) 29:24;197:3 shares (6) 41:11,12;70:22; 71:7;142:17,18 SHAYEFAR (12) 3:13,15,15,18; 4:12,13,18,19;8:4; 80:19,20,24 shed (2) 188:21;189:2 sheet (2) 42:23;115:20 sheets (1) 38:11 Sherman (61)
--	---	--	--	---

3:5;5:19;6:16;7:3; 8:2;14:14;23:5;27:6; 33:14,15,16,20; 35:10;39:15,20,21; 41:16;42:22;44:14, 19;45:16;46:18; 47:18;49:8;51:12; 52:13;53:8;54:16; 55:12,20;56:1; 71:23;72:1,2;76:7, 20;77:9;78:8;83:24; 84:6;88:10;101:24; 102:17,24;103:4; 105:12;111:1; 115:16,17;124:14; 133:10;134:1; 143:17;162:22; 163:1,7,25;166:15; 188:18;194:5; 196:10 Sherman's (7) 34:5;35:16;38:21; 81:25;104:12; 133:18,24 shifted (1) 73:5 shock (1) 85:23 short (3) 6:4;128:19;130:3 shortcut (1) 173:17 shorten (1) 179:14 shortly (5) 61:22,23;75:16; 144:7,21 show (15) 10:3,16,21,22; 38:11;62:5,10;97:9; 98:4,11;119:20; 120:25;180:13; 187:3;197:18 showed (5) 93:14;115:19; 117:8;122:17; 139:16 showing (3) 100:17;183:5; 193:5 shown (3) 178:17;179:5; 184:5 shows (3) 50:8;51:21;85:3 shutting (1) 61:5 sic (3) 25:18;100:20; 142:18 side (2) 84:4;87:8 sign (1)	165:2 signature (1) 42:24 signed (6) 69:5;138:16; 144:24;149:16; 194:10,18 significance (1) 16:11 significant (5) 24:24;132:10,11; 134:6;152:21 signing (2) 138:25;139:21 similar (2) 163:22;174:20 simple (4) 33:24;113:11; 115:5;185:25 simply (5) 4:24;8:12;72:11; 181:8,25 sincerely (1) 189:17 singular (1) 152:16 sit (12) 34:4;97:11; 105:25;111:12; 121:5;124:9;125:18; 148:19;149:20; 151:9;161:1;193:10 site (29) 40:12,17;69:12, 15;115:18;129:21; 134:14;136:1,3,20; 146:24;147:4,13; 152:20;157:17; 158:4;159:3,12; 166:18;168:12; 169:21;170:24; 174:24;175:18; 176:8,11;181:4; 195:8,11 sites (7) 51:20;68:5; 129:19;166:8,10,11; 167:3 sitting (7) 24:15;39:6,9; 48:25;67:7;130:11; 144:1 situation (5) 19:19;117:3,20; 188:19;196:20 six (7) 47:25;66:3;67:16; 81:8,11;133:6; 169:10 six-digit (1) 169:10 sizeable (1) 160:8	skip (1) 127:1 slim (1) 9:23 small (2) 160:4,6 snapped (2) 41:5,10 so-called (1) 120:11 software (1) 169:21 sold (20) 21:8;29:7,9;44:5; 60:1,3;67:16;115:14, 19;132:15;134:11; 152:4,19;158:23; 160:1,9;163:23; 164:4;169:2;176:25 sole (2) 85:9;180:9 solely (2) 85:12,13 Solutions (3) 94:9;113:12;115:5 solvent (4) 9:24;31:24,25; 109:1 somebody (6) 64:21;65:15; 150:2;160:3;168:17; 181:20 somehow (7) 17:8;92:3;95:4; 133:24;180:14,18; 188:18 someone (19) 21:8;51:21,25; 80:18;91:12;129:16, 19,20;133:23;134:9; 149:25;150:2,9; 152:24;158:2; 159:24;170:20,21; 172:13 sometime (4) 102:7;164:4,10; 200:3 sometimes (4) 82:14;132:8; 170:22;193:12 somewhere (5) 13:22;19:5,5; 48:15;199:2 sooner (2) 123:3,12 sorry (35) 4:18;15:19;20:6, 16;28:14;33:5; 34:10,25;35:20; 47:6;55:14;60:16; 62:17;69:20;70:21; 71:24;78:13,17; 82:5;101:1;102:10;	109:6;115:12; 117:16;123:25; 126:19;132:9;139:9; 141:16,17;159:12; 160:6;161:24; 192:15;195:21 sort (21) 21:11;41:4;50:1; 53:19;58:21;84:23; 85:2;102:13;105:17; 130:17;135:23; 138:2;157:6;167:9; 169:1;174:22;175:3; 180:12;181:16; 189:17;198:5 sorts (3) 151:15;154:18; 156:10 sought (3) 175:13;190:20; 195:18 sound (4) 4:25;82:14;87:19; 198:10 Sounds (12) 59:10;61:25; 75:14;76:3;85:9; 87:21;92:6;116:20; 128:2,2;135:17; 165:12 sources (2) 97:4;134:21 Southern (3) 110:23;112:22; 114:8 speak (2) 105:2;119:14 SPEAKER (1) 73:7 speci (1) 77:17 special (1) 53:19 specialist (1) 189:19 specific (5) 18:15;46:11; 113:1;124:6;200:11 specifically (14) 18:11;33:7;68:20, 22;69:16;77:17; 108:15;124:20; 127:2;135:11; 147:21;150:14; 194:9,13 specificity (2) 96:14;100:25 specified (1) 195:20 speculation (2) 64:3,6 speculative (1) 9:12	spend (3) 135:3;154:18; 186:12 spending (1) 155:16 spent (3) 101:14;153:6; 176:18 splitting (1) 43:10 spoke (1) 46:10 spoken (2) 24:22;54:8 squarely (2) 16:6;18:13 stake (1) 98:11 stalking (1) 5:2 stalking-horse (4) 21:1,2;83:15; 198:20 stand (7) 35:11;76:17,20; 88:3;161:2,8,13 standards (1) 22:20 standing (27) 8:25;9:4,7,9,24; 10:2,4,13,14,18,21; 11:1;12:10;24:14; 25:25;26:1,2,12; 31:19,19;32:1,1; 78:18;86:24;183:4, 6;193:8 standpoint (1) 22:17 stands (3) 176:19;186:17; 189:16 start (6) 22:23;29:21;38:2, 3;114:15;155:6 started (4) 8:20;40:6;81:9; 110:19 starting (2) 21:6;52:10 starts (1) 141:21 state (5) 39:19;61:6;88:7; 162:19;192:24 stated (1) 182:10 statement (9) 11:14;34:19; 36:14,15;65:8; 93:13;100:9;168:16; 169:2 statements (3) 6:5;11:21;111:19
--	---	--	--	--

States (7) 4:6;12:2,11;50:23; 75:23;128:19;170:3	stopping (1) 68:13	132:23	table (1) 181:19	7:11,14;33:22; 110:3;133:10; 147:18
status (6) 7:18;16:7,9;46:24; 48:12;141:24	story (1) 32:12	suggest (3) 8:1;11:1,3	talk (4) 46:4;81:24;83:6; 167:18	testimony (23) 33:20;35:16; 39:14;54:14;77:13; 81:25;91:7,9;92:19; 93:16;110:20;114:5; 115:23;121:11; 127:1;133:12; 144:20;169:20; 171:22;173:1; 175:25;184:6; 197:10
stay (40) 9:11,14;12:5,9,17, 23,24,25;13:5;15:4, 8,14,16,20;16:22; 18:12,22,23,25; 19:18,21;32:21; 35:17,22;36:14;37:2, 23;38:7;48:18;55:8; 118:10,13,16;120:7; 179:15,25;192:5,11; 200:4,7	straight (1) 6:6	suggested (1) 28:18	talked (12) 14:10;18:17; 49:15;64:16;66:7; 86:14;100:15; 105:22;108:22; 193:18,19,20	Texas (8) 3:9;16:4;95:19; 109:11;110:23; 111:6;112:16;114:6
stayed (4) 18:8;48:23; 192:19,21	strategy (1) 166:12	suggesting (1) 174:21	talking (18) 24:14;28:3;29:24; 38:2;54:14;60:17; 64:4;67:13;69:24; 84:12;89:3;105:21; 106:1;116:21;124:4; 135:23;182:3,5	Thanks (2) 138:14;140:14
staying (1) 180:1	Street (1) 64:19	suggestion (2) 191:13;193:10	talks (3) 18:7;43:5;136:13	that'd (1) 157:22
stay's (1) 47:12	strike (24) 6:17;7:4;8:11,15; 9:6;10:21;11:11; 21:13;22:11;35:21; 37:8,11;41:14; 42:13;47:16;53:6; 54:13;58:2,12; 68:10;71:17;115:11; 168:5;173:1	suit (6) 102:6,8,11; 110:13;111:14,17	tangled (1) 156:10	that'll (1) 8:13
step (2) 24:7;186:14	Stromberg (1) 127:11	summer (2) 110:20;114:2	target (1) 166:11	them' (1) 65:8
Stephen (2) 3:14,23	structure (2) 76:3;144:17	sundry (1) 147:1	team (1) 129:2	therefore (8) 5:17;15:22;29:25; 44:20;78:2;128:1; 152:12;196:7
steps (28) 9:20;47:18,19,21; 49:11;95:1,2,99:3,5; 117:2,12,13,14,20, 25;118:2,20,23,25; 119:3,21;121:21; 122:6;123:12,16; 134:7;136:19; 179:24	structured (1) 142:3	support (3) 71:9;148:8;170:19	technical (3) 169:25;170:19; 196:14	there'll (1) 10:19
Steve (5) 5:7;122:12,25; 123:19,20	study (1) 153:9	supports (2) 32:2;68:22	technologies (1) 53:21	there're (1) 200:10
still (24) 39:4;46:19;47:5; 48:25;61:3;66:3; 80:17,18;84:24; 85:15;108:20;116:3; 132:11;139:12; 140:21;160:4; 166:16;176:15,16; 183:3;186:17; 190:10,13,13	stuff (8) 73:15;92:7; 102:22;103:3;121:7; 131:22;138:5; 189:10	supposed (4) 56:14;57:9;62:25; 136:19	technology (5) 51:19;54:11; 124:8;166:7,12	there've (1) 73:21
submit (3) 19:9;30:14;200:5	subject (11) 12:25;14:23;28:2; 34:18;50:9;84:20; 183:17;186:18; 187:25;188:2; 197:25	sure (30) 4:15;7:20,23;8:19, 22;11:8;34:2;69:1; 80:11;89:16,18; 96:22;97:5;98:15; 109:16;115:17,22; 116:6;121:11,12; 130:21;134:13; 144:12,23;157:5; 158:21;160:21; 161:17;197:4,11	ted (1) 6:5	thesis (1) 186:16
submitted (1) 137:23	submit (3) 19:9;30:14;200:5	surplus (1) 25:25	telephone (1) 130:1	thin (1) 122:17
Subsequent (2) 199:7,12	submit (3) 19:9;30:14;200:5	Surprise (3) 36:8;123:15,16	telling (6) 56:11;86:24; 108:7,17;185:15; 196:12	thinking (5) 9:17;83:8;87:12, 16;199:2
substance (1) 18:9	submitted (1) 137:23	surprised (1) 120:24	ten (4) 80:16;88:15,17; 91:5	third-party (1) 21:9
substantial (3) 129:10;149:7; 176:12	Subsequent (2) 199:7,12	surrogates (1) 52:19	term (6) 100:5,7;102:13,15, 16;157:2	thirt (1) 90:18
substitute (1) 126:5	substance (1) 18:9	surrounding (2) 63:22;143:3	terminate (3) 49:9;121:21; 164:20	thirteen (5) 90:19;91:23,24; 155:1,12
substituted (2) 117:6;190:24	substantial (3) 129:10;149:7; 176:12	suspect (4) 170:25;171:5; 172:21;183:4	terminated (3) 94:10,11;178:14	thirty (7) 41:2,2;51:20; 87:17,17;198:24; 199:24
substituting (1) 56:9	substitute (1) 126:5	suspicion (1) 173:3	terms (9) 7:25;8:12;12:22; 76:1;136:21;141:23; 142:1;175:14,21	thirty-day (4) 51:15;182:11; 198:23;199:22
successful (1) 49:8	substituted (2) 117:6;190:24	Sustained (3) 58:4;100:1;171:19	terrorists (1) 36:18	This'll (1) 62:14
sudden (1) 194:6	substituting (1) 56:9	swear (1) 35:12	testified (4) 73:10;95:11; 117:1;171:15	Thomas (34) 45:21,23;46:1; 56:3,4,10,11;57:5,6, 9,18;73:22;105:1,8,
sued (2) 41:6;112:17	successful (1) 49:8	sworn (4) 35:10,13;88:4; 161:14	testify (6)	
sufficient (4) 25:7;63:4;131:2;	sudden (1) 194:6	T		
	sued (2) 41:6;112:17	T-1 (2) 42:18,20		
stop (2) 123:21,21	sufficient (4) 25:7;63:4;131:2;			

				U
24;106:6,12;107:1, 11;117:1,7,21,25; 119:15,16;121:13, 14,21;122:7;123:7, 11,18;126:5,15 Thomas's (1) 56:24 though (10) 16:22;31:25;46:7; 84:5;93:25;102:5; 108:11;118:8;152:3; 167:7 thought (15) 32:3;44:12;47:23; 51:9;58:22;65:9; 72:18;73:17,18; 124:9;128:9;153:2; 179:4;195:4;200:6 thousand (2) 56:20;186:12 thousands (2) 129:3,3 three (12) 36:4;77:2,6;78:22; 81:11;87:23;133:3; 167:25;179:19; 197:7;199:18,25 throw (1) 194:25 Thursday (3) 74:7;79:8;192:23 thus (1) 198:19 tidbit (1) 193:14 tie (2) 17:8;70:10 tied (1) 69:8 timely (1) 41:1 times (5) 93:23;118:1; 126:14;167:23; 171:13 timing (1) 132:2 TIPA (2) 111:17;113:2 tired (1) 38:6 title (1) 88:13 today (73) 3:10;4:21;5:23; 6:1,6;8:1;10:4,17; 25:3;26:1,16,18; 28:16;29:4,17; 30:22;31:9;32:2,16; 45:1;46:19;51:10, 13;67:7;79:4;82:3,3, 10;83:12;85:24; 93:13;97:11;98:18;	100:12,15;105:25; 107:10,11,17,19; 108:1;111:13;121:5; 124:4,9;125:7,18; 126:22;133:10; 143:14,15;144:2; 148:19,22;149:20; 150:18;151:9,12; 154:3;157:16;170:6; 173:11;180:22; 182:7,18;183:6,17; 184:18,23;186:16; 193:1,7,19 today's (2) 12:13;98:21 together (2) 17:8;130:2 told (22) 40:9;50:7;67:2; 74:8;77:22;82:3; 91:5;99:11,16,19; 104:18,24;105:2,4,4; 107:1;112:10; 120:19;125:7; 151:22,22;157:18 tomorrow (6) 76:16;78:13,13; 79:3,11;191:8 took (11) 81:12;106:18; 111:1;114:11; 121:18,21;122:5; 123:20;127:25; 179:24;180:7 top (8) 21:15;91:2; 107:25;124:11; 128:10;149:3;159:3; 160:20 topic (2) 123:24;162:13 topping (1) 199:4 toss (1) 49:13 total (2) 87:16;101:14 totally (1) 192:23 Traci (1) 182:10 track (1) 133:25 trade (1) 64:18 traffic (1) 166:5 trail (2) 17:6;31:23 transaction (2) 180:14,25 transactions (1) 26:2	transcript (2) 105:23;126:12 transcripts (4) 106:25;107:21; 108:3,4 transfer (6) 25:16;27:12; 116:16,16;197:2,4 transferred (3) 139:2,4;142:10 transferring (1) 142:11 transfers (2) 116:10,23 tremendously (1) 136:23 trend (1) 59:12 trial (5) 5:9;44:14;102:22, 22;173:22 trick (1) 176:6 tried (6) 120:12;125:8; 129:25;160:10; 175:2,20 trigger (1) 196:15 triggered (4) 181:7;196:13,18; 197:1 trouble (3) 14:10;82:10,19 true (8) 57:3;66:6;78:5; 94:21;107:12; 125:13;162:8; 176:10 trust (22) 13:22;33:14;90:7, 10,13;92:2,3,5,8,11, 14,19,20,23,25;93:1, 8,11,14,18;113:9; 115:2 trustee (57) 3:6;4:2,6,22;7:6; 9:3;11:25;12:2,11, 22;14:14,15;20:19; 21:5;22:17;25:16; 34:21;39:22;40:19; 41:19;44:24;51:16; 54:8;60:15,17;68:4; 75:16,23;82:1;83:14, 19;84:19;87:3; 88:11;116:22;124:6; 154:4;162:22; 165:18,24;166:6; 176:20;177:12; 178:5,7;183:5;187:3, 7,14;196:21;197:23; 198:1,9,16,25;199:1, 6	trustee's (13) 12:7;42:6,17,20; 44:20;45:9;83:21; 137:24;141:4,19; 164:23;179:12; 193:19 trusts (5) 93:3,4,5,6,7 try (13) 44:11;49:11; 53:17;54:17;103:2; 123:16;127:2; 129:20;134:3; 156:12;164:12; 166:13;186:14 trying (24) 13:11;17:4;28:18; 36:19;43:6;53:12; 66:12;84:25;94:8; 107:5;114:1,13,15, 16;115:16;125:5,19; 131:18;133:25; 134:17;135:4; 150:22;153:7;155:3 turn (2) 159:2;168:1 turned (1) 97:15 tweak (1) 24:16 tweaks (1) 23:2 twelve (5) 90:18;91:23,24; 153:6;156:18 twenty (1) 131:20 twenty-four (1) 140:11 twenty-one (1) 193:21 two (25) 6:18;8:14;35:25; 36:7;38:24,25; 46:19;53:12;58:25; 59:9;66:10,20;67:9; 74:22;81:11;87:15; 122:24;125:6; 128:14;133:19; 156:24;167:25; 168:3;175:25; 193:20 two- (1) 116:23 two-year (1) 116:10 type (11) 99:11;124:16; 141:10;150:11,12; 152:18,23;157:9; 158:6;160:13;166:5 typically (1) 171:7	UCC (1) 100:9 ultimate (1) 199:10 ultimately (2) 26:20;41:23 Um-hum (5) 9:21;113:13; 114:4;154:21; 158:25 unable (1) 21:18 unaware (1) 191:25 uncertainty (4) 155:19,22,24; 156:1 unclear (2) 22:21;171:22 under (36) 5:16,17;9:7;10:3; 22:20;23:17,22; 28:22;31:13;53:15; 55:2,8;76:1;85:16; 88:24;116:17; 120:21;140:21; 141:23;146:3;168:8; 179:15;181:11,11, 12;186:22,25; 187:11,12;192:19; 193:8;194:10;196:1; 197:18,23;198:7 underlying (3) 26:2;141:3;184:2 undermine (1) 15:5 understood (6) 13:2;37:1,14; 50:10;85:25;117:19 undervalued (1) 133:1 Undeveloped (4) 157:21,22;159:5; 176:9 undivided (2) 39:25;44:4 unenforceable (2) 181:3,8 unfair (3) 65:8,9;87:13 unfortunately (1) 28:7 UNIDENTIFIED (1) 73:7 unique (3) 132:6,18;196:20 uniquely (1) 196:21 United (5) 4:6;12:1,10;50:23;

128:18 University (5) 109:10;110:22; 111:5;112:15;114:6 Unless (2) 107:20;129:5 Unlimited (3) 17:14;186:10,15 unnecessary (1) 139:25 unpaid (1) 109:9 unreasonable (2) 44:6;87:20 unresponsive (1) 58:3 unusual (1) 14:16 up (63) 6:6;8:1;15:8; 20:11,17,19,24;23:2; 26:11,15;33:9;35:10, 23;37:6;40:19;41:5, 11,23;44:9,12;48:15; 50:8;54:6,25;69:8; 73:19;75:4;76:7; 77:1,22;83:24,25; 86:24;93:11;95:4; 118:15;122:17; 124:17;126:18; 131:12,15;138:3; 142:13;148:14,14, 16;149:17;151:10, 13;153:19,22; 154:20;156:10; 159:19;166:21; 167:3;169:11; 170:10;171:8; 181:13;183:2; 192:16;199:19 update (2) 8:14;169:24 upfront (1) 168:19 upon (5) 17:16;138:25; 139:15,21;200:8 URBANIK (133) 3:4,4,8;4:24;6:2, 10,12,20,23,25;7:17, 20,23,25;8:17,19,22, 25;9:5,19,21,25; 10:2,8,10,12,15; 11:2,8,12,15,18,20; 14:22;16:15;21:3; 24:17;25:23;32:23; 33:1,5,13;35:14,20; 36:21,23,25;37:4,6, 10,20;38:10,13,15, 17;39:2,11,13,16,18; 41:25;42:2,5,11,13, 17,21;45:3,13;47:16; 48:13,24;55:11,14,	19;63;17;74:20; 76:11,14;78:12,16, 22,25;79:5,9,12,14, 16,19,21;80:3,11; 87:5,7,18,24;88:1,6; 115:11;117:16; 123:23,25;124:22; 125:21,24;128:9; 130:16;131:7; 156:17,19,21; 160:23;161:9,11,19; 162:15,18;169:12; 170:9;171:17;172:1; 173:16;177:10,25; 178:6,12;183:12; 191:16;192:17; 199:17,21;200:13,14 URL (1) 136:3 use (12) 53:21;54:17; 59:15;99:4;102:16; 113:4;153:20; 154:13;157:2;195:8, 10;196:5 used (1) 102:13 user (2) 157:3;172:25 using (1) 39:2 usual (1) 21:11 usually (1) 64:22 utilizing (1) 155:25 V Vaguely (2) 151:7,7 valid (1) 129:21 validity (3) 187:16,22;198:4 valuable (2) 40:9;176:21 valuation (2) 134:5;149:10 value (58) 5:5;22:21;23:4; 58:9,23;59:20; 64:23;66:4,8,10,21; 67:9,15;70:1,5; 124:1,18;125:4; 131:13,18,25;132:4, 11,17;133:5,8,14,16, 18,20,21;134:2,11; 136:21,24;149:6,7, 14,18,23;150:1; 151:8,10,14;159:4, 16;167:20;175:17,	24;176:3,11,24; 178:22;179:14; 194:14;195:16; 197:10;198:13 values (1) 65:4 varies (3) 158:2,25;159:15 various (3) 96:25;97:4;134:20 vaunted (1) 65:12 venture (4) 168:18;175:13; 177:2;198:16 verify (2) 59:21;191:10 Verisign (1) 94:9 versus (3) 5:11,15;165:8 vested (1) 180:19 vexatious (1) 36:12 viable (1) 198:15 view (3) 22:16;107:3;124:1 vigorous (1) 13:20 vigorously (1) 56:14 Village (1) 115:2 violated (1) 196:17 violation (1) 9:11 virtue (1) 138:19 vis-a-vis (1) 193:8 visit (2) 7:7;122:18 Vogel (20) 97:17,19,21,25; 105:11;106:15,18, 20;107:2,7,9,11; 122:9;124:14,21; 127:4,6;143:17; 157:3;166:16 voluminous (1) 128:23 voting (2) 142:17,18 W wait (3) 21:19,21;74:23 waiting (5) 53:16;80:17,21;	81:5,16 waive (1) 55:7 walk (4) 25:8;37:6;81:7,13 walked (1) 81:8 Wall (1) 64:19 wants (5) 10:25;24:20; 30:21;64:21;192:20 waste (1) 63:1 water (1) 73:15 way (36) 10:18;12:21;14:6; 21:11;23:23;24:16; 32:24;35:12;41:10; 50:19;58:8;64:23; 67:10;69:13;72:24; 81:1;84:24;89:10,12, 13,17;90:10;95:13; 109:18;114:16; 124:20,24;125:2; 128:21;129:18; 148:10;151:12; 167:23;171:2;182:7; 192:21 ways (6) 19:20;96:25; 135:5;151:15; 165:24;174:14 wear (1) 82:10 Web (30) 40:12,17;51:20; 68:5;69:12,15; 134:14;136:1,3,20; 147:4,13,15;152:23, 23;159:2,12,12,16; 164:24;165:13; 166:7,11,18;168:11; 174:24;176:8,11; 195:8,11 Web-hosting (2) 135:24;159:3 Webzilla (1) 51:1 weeks (5) 43:1;98:21; 179:19;193:20; 197:7 welcome (2) 3:11;200:5 weren't (3) 43:15;77:9;95:7 What'd (1) 120:13 what's (10) 7:8;39:21;48:12; 67:7;124:19;142:9;	157:16;158:17; 184:9;192:21 whatsoever (4) 55:4;106:18; 139:1;160:8 whenever (2) 11:18;58:25 when's (2) 58:6;77:14 Whereas (1) 131:23 Where's (1) 184:21 Whereupon (1) 200:15 wherever (2) 13:22;21:9 wherewithal (1) 199:6 whisper (2) 23:12,16 Whoa (5) 190:15,15,15,17, 17 Whois (7) 169:22;170:3,12; 171:7,10;172:11,12 Whois-registered (1) 171:1 whole (13) 9:8;13:1;44:15; 110:5,5,10,10,11; 134:3;155:16; 156:15;188:15,20 who's (3) 73:6;78:4;190:23 whose (3) 121:24;186:22,25 wide (3) 76:16;78:13;158:1 William (1) 4:5 willing (4) 31:23;34:4; 178:19;182:16 wind (1) 44:9 winning (1) 199:10 wired (1) 49:25 wise (1) 140:8 wish (2) 16:2;84:11 wishes (2) 55:20;136:16 wishful (1) 9:17 within (5) 18:14;50:12; 73:13,14;183:18 without (21)
--	--	---	---	--

10:20;12:24; 24:16;29:22;34:12; 13,23;39:3,4;90:14; 109:7;118:10,12; 131:11;137:1; 147:25;148:1;151:2, 4;168:19;186:19 witness (116) 8:10;32:23;35:11, 13;55:15,17;62:5,11; 71:21;72:5,7,10,15, 17,24;73:1,4,8,13, 24;74:2,5,7,15,17,19, 25;75:3,7,10,14,18, 21;76:5,17;88:3,4; 125:21;143:20,25; 144:9,15,22;145:3,7, 10,12,15,18,21,23; 146:3,12,15,23; 147:6,11,14,19,21, 25;148:6,9,19;149:9, 15,17,20,24;150:6, 15,17,21;151:3,7,9, 15,21,24;152:5,7,11, 14,22;153:2,5,12,16, 20,24;154:7,11,15, 21,23;155:4,9,14,19, 24;156:1,3,5;160:23; 161:1,2,8,10,13,14, 15,17,19;162:6,12; 169:12 witnesses (2) 83:9;87:3 wool (1) 189:13 word (2) 99:4;159:20 wording (1) 144:3 words (4) 18:21;20:25; 66:24;153:7 work (7) 13:9,11,25;52:23; 158:13;166:15; 199:19 worked (1) 44:23 working (4) 67:23;83:2,91:24; 166:6 works (2) 79:11;82:24 worth (3) 44:13;148:21; 176:17 wrap (1) 76:7 wrong (4) 4:17;36:15; 128:11;130:18	X XBT (24) 4:14;49:15,16,22; 50:1,17,19,23;52:5, 14,16;54:25;59:4; 64:10,11,11;65:7; 165:5,17;179:13; 198:18,20;199:9,15 Y year (13) 40:16;67:9,16; 73:11;116:24; 124:14;146:11,16; 164:12;168:3;169:6; 176:4,18 yearly (1) 177:12 years (56) 32:4,10;36:7; 43:23;53:12;58:25; 59:9;65:17;66:11, 20;67:12;68:9;69:5; 70:24;85:21;88:15, 15,17;89:5;90:8,19, 25;91:6,22,23,24; 95:20,21,22,23,24; 97:14;113:7;122:24, 24;125:6;131:20; 132:17;133:19; 145:13;153:6; 154:22;155:1,12; 157:4;159:7;167:25, 25;169:9;175:12; 176:1,13,14;181:23; 186:11;194:24 yesterday (2) 6:15;162:10 York (2) 51:4,9 Z zero (3) 194:12,14,14 zone (1) 179:17 zoom (1) 88:19 0 00511655466 (1) 149:3 1 1 (24) 42:6,17;44:20; 60:15,17;62:18,21;	63:14;75:16,23,23; 137:24;138:14; 139:23;140:1;141:4, 19,20;144:3,15; 175:16;193:20; 195:17,21 1.4 (3) 149:5,13;152:12 10,000 (2) 56:11;199:7 100,000 (6) 66:21;133:18; 164:19;175:25; 176:3;178:14 10-11202 (1) 149:2 10th (5) 25:9;26:21;32:5; 85:11;173:24 11 (9) 3:5;4,22;39:22; 68:4;88:11;118:18; 135:12;162:22; 177:1 11/4/2011 (1) 149:3 11-03181 (3) 43:19;45:7;174:11 112 (1) 17:14 12:34 (1) 68:13 12:35 (2) 79:17,23 130 (8) 45:4,15;72:14; 135:8,12;136:9; 174:10;182:23 13th (1) 178:15 14 (2) 6:13;35:25 14th (3) 36:2,16;50:15 153 (3) 45:10,12,13 153,000 (2) 130:19;179:9 154 (1) 179:9 17th (3) 49:7;138:16;192:3 18th (2) 72:13;173:19 1st (1) 119:21 2 2 (15) 18:11;62:18; 79:18,19;80:5,16; 187:15;195:4,6,14,	17,18,19;196:1,17 2- (2) 67:8;121:6 2.1 (1) 149:8 2:02 (2) 79:23;80:15 2:09 (1) 80:15 20,000 (1) 199:10 20,000-dollar (1) 52:7 200 (1) 48:2 200,000 (1) 125:11 200,000-dollar (1) 59:8 2000 (2) 146:20;147:8 2000/2001 (1) 146:13 2001 (1) 146:20 2002 (1) 173:21 2004 (5) 112:4,6,8,10; 114:11 2006 (1) 110:19 2009 (30) 25:9;26:21;32:5; 42:19,23,25;43:2; 60:14;75:19,20; 85:11;100:24; 108:24;110:14,18, 20;114:2;115:19; 139:22;144:7; 146:20;152:6; 163:23;164:4; 173:24;188:16; 193:19;194:18,19; 195:3 2009-2010 (1) 173:10 2010 (1) 97:16 2011 (29) 36:5,6,16;38:9,24; 43:17;47:18,19; 72:13;74:14;77:10; 86:12;101:25;102:7, 25;104:14;119:22; 122:6;138:16; 148:23;150:22; 164:10;169:1; 173:19;178:13; 179:23;180:1;183:1; 195:1 2012 (7) 56:9;65:17;	126:13;164:10; 169:2;178:15;179:8 2013 (6) 6:13;9:2,9;35:25; 169:6;174:7 250,000-dollar (1) 58:22 25th (1) 192:6 26 (1) 9:1 27 (2) 43:2;75:20 27th (4) 56:8;61:24; 126:13;194:19 3 3 (2) 135:12;195:17 3,000 (1) 121:6 3:12 (1) 140:10 3:12cv00244 (1) 49:1 3:36 (1) 140:16 3:40 (1) 140:16 3:44 (1) 140:20 300 (2) 49:20;125:15 300- (1) 59:4 300,000 (20) 21:2,6,23;49:22; 53:9;54:25;60:6; 65:7;67:8;83:15; 132:11;133:19,22; 165:16;167:20; 175:16;176:1; 178:16;198:21; 199:4 300,000-dollar (2) 66:22;199:15 31 (1) 119:22 330- (1) 52:10 330,000 (2) 125:16;199:5 341 (2) 7:11,14 363 (4) 84:17;181:12; 187:1,12 363b (2) 197:23;198:7 363f (4) 84:18,24;85:16;
---	--	---	---	---

198:1				
363h (5)	7			
29:4,8,15;84:17,18				
363m (1)	7 (6)			
55:2	4:2;9:1,9;12:7,7,			
363p (2)	22			
187:11;197:18	700,000 (1)			
	149:8			
4	7001 (1)			
	28:22			
4 (15)	702 (1)			
11:5;27:21;85:10;	168:9			
86:14;88:25;89:3;	729 (1)			
99:5;138:20;173:21;	19:23			
188:16,16;189:2;	739 (1)			
195:2;196:13;197:1	119:24			
4.2 (3)	770,000 (3)			
149:5,13;152:13	164:5;176:13,14			
40,000 (2)	7th (3)			
49:25;178:20	6:14;88:20;178:13			
40,000-dollar (1)				
199:5	8			
459 (1)				
16:4	8 (2)			
4th (2)	135:15;136:8			
86:12;148:23	814 (1)			
	17:14			
5	816 (1)			
	17:15			
5,000 (1)	817 (2)			
56:19	16:5;17:15			
5:11 (1)	869 (1)			
200:15	16:5			
500 (1)				
166:13	9			
549 (4)				
27:13;180:24;	9 (2)			
181:11;197:3	136:12;149:3			
56 (1)	900,000 (6)			
16:4	60:3;115:14,19,			
	23;116:1;152:4			
6	900,000's (1)			
	60:6			
6 (15)	9019 (1)			
35:17;42:19,23,	12:8			
25;60:14;61:23;	9th (1)			
188:16;193:19;	108:24			
194:18;195:2,5,15;				
196:4,6,18				
6004 (1)				
179:15				
6004h (1)				
55:8				
65 (1)				
19:22				
657 (1)				
49:5				
658 (1)				
49:5				
6th (6)				
35:19,20;75:17;				
139:21;144:7;				
146:20				



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK

THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 20, 2013


United States Bankruptcy Judge

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

In re:

ONDOVA LIMITED COMPANY,

Debtor.

§
§
§
§
§

Case No. 09-34784-SGJ
(Chapter 11)

**ORDER APPROVING TRUSTEE'S MOTION FOR (A) AUTHORITY TO
SELL PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. § 363(B)
AND (B) FOR APPROVAL OF SALE PROCEDURES**

Came on for consideration the Trustee's Motion for (A) Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363(b) and (B) for Approval of Sale Procedures ("Motion") filed on August 14, 2013 [Docket No. 1110], by Daniel J. Sherman, Chapter 11 Trustee ("Trustee") for Ondova Limited Company ("Ondova" or "Debtor"), which Motion seeks authority to sell the internet domain name "servers.com" ("Domain Name" or "Asset") to proposed purchaser XBT Holdings, Ltd., or an affiliate thereof ("Purchaser"), for the sale price of \$300,000.00, which offer has been designated as a stalking horse bid by the Trustee, subject to higher and better bids, if any, and this Court having considered the Motion, the arguments and representations of the

parties, and the evidentiary record before it, finds and concludes that¹: (i) the relief requested in the Motion, including the sale procedures proposed therein ("Sale Procedures"), which include, *inter alia*, a four (4) week period for the Trustee to market the Domain Name, are fair, reasonable, appropriate and designed to maximize the value of the Asset to be sold by the Trustee as proposed therein; (ii) the Purchaser, having submitted an offer of \$300,000.00 shall be designated stalking horse bidder and the proposed \$20,000.00 breakup fee to be paid to Purchaser, if Purchaser is not the high bidder at an auction sale if an auction is conducted by the Trustee, is in all respects approved; (iii) the Trustee has exercised his sound business judgment in determining to sell the Asset to the Purchaser as set forth in the Motion and pursuant to the Sale Procedures; (iv) the Trustee has formulated the Sale Procedures in good faith for the purpose of maximizing the value of the Asset; (v) due and adequate notice of the Motion has been given to all creditors and parties in interest and no other or further notice is necessary; (vi) the proposed Purchaser is a disinterested party not in any way connected to the Debtor, the Trustee or any party-in-interest and therefore is entitled to the protections of 11 U.S.C. § 363(m); and (vii) after due deliberation thereon and for all of the reasons stated by the Court on the record, good and sufficient cause exists to grant the relief set forth herein as being in the best interests of the estate and this estate's creditors. Accordingly, it is hereby

ORDERED that as provided under 11 USC Section 363(b) and (f), the sale of the Domain Name is a reasonable exercise of the Trustee's judgment, is based on a sound business justification and should be approved. This Court approves the Motion to sell the Domain Name to Purchaser, or, alternatively, the winning bidder in the event an auction sale is conducted, under the terms and conditions set forth in the Motion free and clear of all liens, claims and encumbrances with any liens, claims and encumbrances attaching to the proceeds of the sale. It is further

¹ Findings of fact shall be construed ``as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

ORDERED for the reasons stated on the record and in this Order, all objections to the relief requested in the Motion are overruled in their entirety. It is further

ORDERED specifically that the Objection of Jeffrey Baron to Trustee's Motion to Sell Servers.com filed on September 7, 2013 ("Objection") [Docket No. 1115] is denied and overruled in its entirety. This Court, having considered all of the evidence presented, including the testimony of the Trustee and Jeffrey Baron ("Baron"), has determined that the record supports approval for the Motion in all respects. Baron, the former president of Ondova, asserting a reversionary interest in the Domain Name which would in essence convey to him personally proceeds from the sale of the Domain Name, failed to meet the necessary burden of proof under 11 USC § 363(p). Baron's claim of a reversionary interest, which he testified was granted to him on July 7, 2009, shortly before the Ondova Chapter 11 filing date of July 26, 2009, would be, at best, a claim subject to a bona fide dispute and the Court may proceed with the sale of the Domain Name pursuant to 11 U.S.C. § 363(b), (f) and (p). This Court notes that any party seeking to object to a sale of assets holds the burden of proof pursuant to 11 U.S.C. § 363(p) and based on the evidence presented at the hearing, Baron failed to meet his burden of proof as to any claim in and to the Domain Name. Regardless, this Court may sell an asset to which there is a bona fide dispute under 11 U.S.C. § 363(f) and in the event that there is a claim against such asset, such claim attaches to the proceeds to the same extent that they have validity against the actual asset. Finally, this Court was advised that John H. Litzler, the Chapter 7 bankruptcy trustee over Baron (Baron is a debtor in a pending Chapter 7 case before this Court) reached an agreement with the Trustee which allows Litzler to investigate whether Baron holds any legitimate claim or right with respect to the Domain Name. That agreement allows Litzler until October 31, 2013, to assert such claim, with such deadline being subject to extension by agreement of the parties. It is further

ORDERED that the Court finds that the Purchaser is a good faith purchaser for value and if the Purchaser is ultimately determined to be the winning bidder for the Domain Name, it

shall be entitled to all of the protections of § 363(m) of the Bankruptcy Code. Additionally the proposed break-up fee of \$20,000.00 is approved and under certain conditions as described in the Motion, may possibly be increased by order of this Court.² It is further

ORDERED that the Trustee shall proceed with the sale efforts for the Domain Name pursuant to the Sale Procedures (a copy of which are attached as Exhibit "A"), which procedures are hereby approved. The Trustee is authorized to take any and all actions necessary or appropriate to implement the Sale Procedures including, but not limited to, advertising the Domain Name for purchase by auction sale in publications and internet websites as determined by the Trustee, and in the event qualified bidders are located, thereafter conducting an auction sale, which the Trustee has scheduled for October 29, 2013 at 2 p.m. Central time, in accordance therewith. It is further

ORDERED that the sale hearing to consider final approval of the sale of the Domain Name to the successful bidder as purchaser shall occur on **November 4, 2013, at 2:30 p.m.** prevailing Central time ("Sale Hearing"). It is further

ORDERED that the Trustee's proposed Notice of Sale (a copy of which is attached hereto as Exhibit "B") and the Sale Procedures are hereby approved and the Trustee shall cause such Notice of Sale, the Sale Procedures and this Order to be served or filed as follows: (1) filed on the docket of this case; (2) served on all parties who have requested notice in this bankruptcy case pursuant to Rule 2002; (3) the United States Trustee, (4) Peter Vogel, the Receiver for Jeffrey Baron and his counsel, (5) John Litzler, the Chapter 7 Trustee for Jeffrey Baron and his counsel; (6) filed on the docket of the Baron Chapter 7 case; and (7) all parties whom the Trustee believes may be potential purchasers of the Domain Name (all collectively, the "Notice Parties"). It is further

² The Purchaser may seek a higher break-up fee if it is required to expend professional fees caused by any parties who might create additional delay or expense with respect to the Court approved sales process. Any increase in the break-up fee will be determined by this Court.

ORDERED that following the conclusion of the auction, the Trustee shall file and serve upon all Notice Parties, as well as any qualified bidders, notice of the auction results if an auction does occur or, alternatively, a notice that no auction sale was conducted, with such a notice to be filed by 5:00 p.m. Central time on October 31, 2013 ("Sale Notice"). The Sale Notice shall inform parties in interest of the intention to have this Court approve the sale of the Domain Name to the Purchaser, or other successful bidder, at the Sale Hearing. It is further

ORDERED that any objection to the sale of the Domain Name to the Purchaser or other successful bidder shall be in writing and shall set forth the basis of the objection and shall be filed with the bankruptcy court and served upon the Trustee so as to be received on or before November 1, 2013 at 5 p.m. Central time. It is further

ORDERED that this Court shall retain exclusive jurisdiction over matters related to or arising from the implementation of this Order including, but not limited to, any claim, matter or dispute arising from or relating to the Sale Procedures, the proposed sale or the implementation of this Order.

IT IS SO ORDERED.

END OF ORDER

Order Submitted by:

Raymond J. Urbanik
Texas Bar No. 20414050
Munsch Hardt Kopf & Harr, P.C.
3800 Lincoln Plaza
500 N. Akard St.
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584
rurbanik@munsch.com

SALE PROCEDURES

- a. As directed in the Order Approving Motion for (A) Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363(B) and (B) For Approval of Sale Procedures ("Motion"), the Trustee shall market the Domain Name Servers.com, noting that it is part of a Bankruptcy Court auction, on Internet websites which are related to the server and webhosting industries and on Internet websites which relate to the Internet domain name industry (i.e. Domain Name Journal).
- b. The Trustee shall have a period of thirty (30) days to market the Domain Name.
- c. Any parties interested in purchasing the Domain Name must submit a bid in the amount of at least \$330,000 and also submit financial information to the Trustee to demonstrate sufficient financial resources to purchase the Domain Name.
- d. Any party that seeks to bid on the Domain Name shall be required to place with the Trustee a \$40,000.00 deposit. A party which evidences financial resources and places a deposit shall be designated a Qualified Bidder. The deposit will be promptly refunded if a bidder is not the winning bidder or second highest bidder at the auction.
- e. If there is one or more Qualified Bidders, an auction will be scheduled and conducted at the offices of counsel for the Trustee and the initial opening bid will be the highest bid received from a Qualified Bidder and all subsequent bidding will be in minimum increments of \$10,000.00. Qualified Bidders participating in the auction may participate in person or by telephone. The Trustee shall have the absolute right and discretion to determine the highest and best bid (the "Winning Bidder") at the auction.
- f. The second highest bidder shall agree to be the purchaser if the winning bidder fails to close.
- g. Any party participating in the auction which is determined to be the winning bidder but which fails to close on the purchase of the Domain Name shall forfeit their deposit.
- h. In the event that Purchaser is not the winning bidder, it shall receive a \$20,000.00 break-up fee and, like any other Qualified Party which submitted a deposit but was not the winning bidder, shall receive the return of its deposit.
- i. Parties seeking to submit bids must notify the Trustee prior to 5 pm Central time on October 25, 2013 and must submit a offer of at least \$330,000, tender a deposit of \$40,000.00 and provide evidence of financial ability to close.
- j. The auction sale shall be conducted at the offices of Munsch Hardt Kopf and Harr, PC, 500 North Akard Street, Suite 3800, Dallas, Texas 75201 on Tuesday October 29, 2013 at 2 pm, Central time. Telephone participation at the auction sale will be permitted for qualified bidders.
- k. The hearing to approve the sale of the Domain Name to the winning bidder will be held on November 4, 2013, at 2:30 p.m. at the United States Bankruptcy Court, 1100 Commerce Street, 14th Floor, Dallas, Texas 75242.

BANKRUPTCY AUCTION NOTICE

TECHNOLOGY DOMAIN NAME

“servers.com”

BANKRUPTCY COURT ORDERED SALE¹

COURT APPROVED STALKING HORSE BID	\$300,000.00
AUCTION OPENING BID	\$330,000.00
BIDDING INCREMENTS	\$ 10,000.00
MINIMUM DEPOSIT TO BECOME QUALIFIED BIDDER	\$ 40,000.00
AUCTION LOCATION	DALLAS, TEXAS ²
AUCTION DATE	OCTOBER 29, 2013 2 p.m. Central
FINAL COURT APPROVAL DATE	NOVEMBER 4, 2013 2:30 p.m. Central

FOR FURTHER INFORMATION
PLEASE CONTACT COUNSEL FOR
THE BANKRUPTCY TRUSTEE:

rurbanik@munsch.com

¹ Case No. 09-34784-SGJ-11, U. S. Bankruptcy Court, Northern District of Texas

² Telephone participation permitted for qualified bidders

Raymond J. Urbanik
Texas Bar No. 20414050
MUNSCH HARDT KOPF & HARR, P.C.
3800 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201
Telephone: (214) 855-7500
Facsimile: (214) 855-7584
Email: rurbanik@munsch.com

COUNSEL FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE FOR ONDOVA
LIMITED COMPANY

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

IN RE:	§	
	§	CASE NO. 09-34784-SGH-11
ONDOVA LIMITED COMPANY,	§	CHAPTER 11
	§	
DEBTOR.	§	

NOTICE OF ENTRY OF ORDER REGARDING AUCTION SALE

TO ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that pursuant to an Order entered on September 24, 2013, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, in the Chapter 11 case of Ondova Limited Company, Case No. 09-34784-SGJ-11, has approved the Trustee's Motion for (A) Authority to Sell Property of the Estate Pursuant to 11 U.S.C. §363(b) and (B) for Approval of Sale Procedures ("Motion") [Docket No. 1122]. A true and correct copy of the Order is attached hereto as Exhibit "A".

Respectfully submitted,

/s/ Raymond J. Urbanik

Raymond J. Urbanik
Texas State Bar No. 20414050
MUNSCH HARDT KOPF & HARR, P.C.
500 N. Akard Street, Ste. 3800
Dallas, Texas 75201
(214) 855-7500 (telephone)
(214) 855-7584 (facsimile)
E-mail: rurbanik@munsch.com

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

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice is being served electronically on all parties that have requested electronic notice and by first class U. S. Mail to the parties shown on the attached Service List on October 3, 2013.

/s/ Raymond J. Urbanik
Raymond J. Urbanik

EXHIBIT A

000902



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

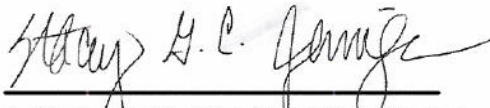
ENTERED

TAWANA C. MARSHALL, CLERK

THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 20, 2013


United States Bankruptcy Judge

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

In re:

ONDOVA LIMITED COMPANY,

Debtor.

§
§
§
§
§

Case No. 09-34784-SGJ
(Chapter 11)

**ORDER APPROVING TRUSTEE'S MOTION FOR (A) AUTHORITY TO
SELL PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. § 363(B)
AND (B) FOR APPROVAL OF SALE PROCEDURES**

Came on for consideration the Trustee's Motion for (A) Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363(b) and (B) for Approval of Sale Procedures ("Motion") filed on August 14, 2013 [Docket No. 1110], by Daniel J. Sherman, Chapter 11 Trustee ("Trustee") for Ondova Limited Company ("Ondova" or "Debtor"), which Motion seeks authority to sell the internet domain name "servers.com" ("Domain Name" or "Asset") to proposed purchaser XBT Holdings, Ltd., or an affiliate thereof ("Purchaser"), for the sale price of \$300,000.00, which offer has been designated as a stalking horse bid by the Trustee, subject to higher and better bids, if any, and this Court having considered the Motion, the arguments and representations of the

parties, and the evidentiary record before it, finds and concludes that¹: (i) the relief requested in the Motion, including the sale procedures proposed therein ("Sale Procedures"), which include, *inter alia*, a four (4) week period for the Trustee to market the Domain Name, are fair, reasonable, appropriate and designed to maximize the value of the Asset to be sold by the Trustee as proposed therein; (ii) the Purchaser, having submitted an offer of \$300,000.00 shall be designated stalking horse bidder and the proposed \$20,000.00 breakup fee to be paid to Purchaser, if Purchaser is not the high bidder at an auction sale if an auction is conducted by the Trustee, is in all respects approved; (iii) the Trustee has exercised his sound business judgment in determining to sell the Asset to the Purchaser as set forth in the Motion and pursuant to the Sale Procedures; (iv) the Trustee has formulated the Sale Procedures in good faith for the purpose of maximizing the value of the Asset; (v) due and adequate notice of the Motion has been given to all creditors and parties in interest and no other or further notice is necessary; (vi) the proposed Purchaser is a disinterested party not in any way connected to the Debtor, the Trustee or any party-in-interest and therefore is entitled to the protections of 11 U.S.C. § 363(m); and (vii) after due deliberation thereon and for all of the reasons stated by the Court on the record, good and sufficient cause exists to grant the relief set forth herein as being in the best interests of the estate and this estate's creditors. Accordingly, it is hereby

ORDERED that as provided under 11 USC Section 363(b) and (f), the sale of the Domain Name is a reasonable exercise of the Trustee's judgment, is based on a sound business justification and should be approved. This Court approves the Motion to sell the Domain Name to Purchaser, or, alternatively, the winning bidder in the event an auction sale is conducted, under the terms and conditions set forth in the Motion free and clear of all liens, claims and encumbrances with any liens, claims and encumbrances attaching to the proceeds of the sale. It is further

¹ Findings of fact shall be construed ``as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

ORDERED for the reasons stated on the record and in this Order, all objections to the relief requested in the Motion are overruled in their entirety. It is further

ORDERED specifically that the Objection of Jeffrey Baron to Trustee's Motion to Sell Servers.com filed on September 7, 2013 ("Objection") [Docket No. 1115] is denied and overruled in its entirety. This Court, having considered all of the evidence presented, including the testimony of the Trustee and Jeffrey Baron ("Baron"), has determined that the record supports approval for the Motion in all respects. Baron, the former president of Ondova, asserting a reversionary interest in the Domain Name which would in essence convey to him personally proceeds from the sale of the Domain Name, failed to meet the necessary burden of proof under 11 USC § 363(p). Baron's claim of a reversionary interest, which he testified was granted to him on July 7, 2009, shortly before the Ondova Chapter 11 filing date of July 26, 2009, would be, at best, a claim subject to a bona fide dispute and the Court may proceed with the sale of the Domain Name pursuant to 11 U.S.C. § 363(b), (f) and (p). This Court notes that any party seeking to object to a sale of assets holds the burden of proof pursuant to 11 U.S.C. § 363(p) and based on the evidence presented at the hearing, Baron failed to meet his burden of proof as to any claim in and to the Domain Name. Regardless, this Court may sell an asset to which there is a bona fide dispute under 11 U.S.C. § 363(f) and in the event that there is a claim against such asset, such claim attaches to the proceeds to the same extent that they have validity against the actual asset. Finally, this Court was advised that John H. Litzler, the Chapter 7 bankruptcy trustee over Baron (Baron is a debtor in a pending Chapter 7 case before this Court) reached an agreement with the Trustee which allows Litzler to investigate whether Baron holds any legitimate claim or right with respect to the Domain Name. That agreement allows Litzler until October 31, 2013, to assert such claim, with such deadline being subject to extension by agreement of the parties. It is further

ORDERED that the Court finds that the Purchaser is a good faith purchaser for value and if the Purchaser is ultimately determined to be the winning bidder for the Domain Name, it

shall be entitled to all of the protections of § 363(m) of the Bankruptcy Code. Additionally the proposed break-up fee of \$20,000.00 is approved and under certain conditions as described in the Motion, may possibly be increased by order of this Court.² It is further

ORDERED that the Trustee shall proceed with the sale efforts for the Domain Name pursuant to the Sale Procedures (a copy of which are attached as Exhibit "A"), which procedures are hereby approved. The Trustee is authorized to take any and all actions necessary or appropriate to implement the Sale Procedures including, but not limited to, advertising the Domain Name for purchase by auction sale in publications and internet websites as determined by the Trustee, and in the event qualified bidders are located, thereafter conducting an auction sale, which the Trustee has scheduled for October 29, 2013 at 2 p.m. Central time, in accordance therewith. It is further

ORDERED that the sale hearing to consider final approval of the sale of the Domain Name to the successful bidder as purchaser shall occur on **November 4, 2013, at 2:30 p.m.** prevailing Central time ("Sale Hearing"). It is further

ORDERED that the Trustee's proposed Notice of Sale (a copy of which is attached hereto as Exhibit "B") and the Sale Procedures are hereby approved and the Trustee shall cause such Notice of Sale, the Sale Procedures and this Order to be served or filed as follows: (1) filed on the docket of this case; (2) served on all parties who have requested notice in this bankruptcy case pursuant to Rule 2002; (3) the United States Trustee, (4) Peter Vogel, the Receiver for Jeffrey Baron and his counsel, (5) John Litzler, the Chapter 7 Trustee for Jeffrey Baron and his counsel; (6) filed on the docket of the Baron Chapter 7 case; and (7) all parties whom the Trustee believes may be potential purchasers of the Domain Name (all collectively, the "Notice Parties"). It is further

² The Purchaser may seek a higher break-up fee if it is required to expend professional fees caused by any parties who might create additional delay or expense with respect to the Court approved sales process. Any increase in the break-up fee will be determined by this Court.

ORDERED that following the conclusion of the auction, the Trustee shall file and serve upon all Notice Parties, as well as any qualified bidders, notice of the auction results if an auction does occur or, alternatively, a notice that no auction sale was conducted, with such a notice to be filed by 5:00 p.m. Central time on October 31, 2013 ("Sale Notice"). The Sale Notice shall inform parties in interest of the intention to have this Court approve the sale of the Domain Name to the Purchaser, or other successful bidder, at the Sale Hearing. It is further

ORDERED that any objection to the sale of the Domain Name to the Purchaser or other successful bidder shall be in writing and shall set forth the basis of the objection and shall be filed with the bankruptcy court and served upon the Trustee so as to be received on or before November 1, 2013 at 5 p.m. Central time. It is further

ORDERED that this Court shall retain exclusive jurisdiction over matters related to or arising from the implementation of this Order including, but not limited to, any claim, matter or dispute arising from or relating to the Sale Procedures, the proposed sale or the implementation of this Order.

IT IS SO ORDERED.

END OF ORDER

Order Submitted by:

Raymond J. Urbanik
Texas Bar No. 20414050
Munsch Hardt Kopf & Harr, P.C.
3800 Lincoln Plaza
500 N. Akard St.
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584
rurbanik@munsch.com

SALE PROCEDURES

- a. As directed in the Order Approving Motion for (A) Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363(B) and (B) For Approval of Sale Procedures ("Motion"), the Trustee shall market the Domain Name Servers.com, noting that it is part of a Bankruptcy Court auction, on Internet websites which are related to the server and webhosting industries and on Internet websites which relate to the Internet domain name industry (i.e. Domain Name Journal).
- b. The Trustee shall have a period of thirty (30) days to market the Domain Name.
- c. Any parties interested in purchasing the Domain Name must submit a bid in the amount of at least \$330,000 and also submit financial information to the Trustee to demonstrate sufficient financial resources to purchase the Domain Name.
- d. Any party that seeks to bid on the Domain Name shall be required to place with the Trustee a \$40,000.00 deposit. A party which evidences financial resources and places a deposit shall be designated a Qualified Bidder. The deposit will be promptly refunded if a bidder is not the winning bidder or second highest bidder at the auction.
- e. If there is one or more Qualified Bidders, an auction will be scheduled and conducted at the offices of counsel for the Trustee and the initial opening bid will be the highest bid received from a Qualified Bidder and all subsequent bidding will be in minimum increments of \$10,000.00. Qualified Bidders participating in the auction may participate in person or by telephone. The Trustee shall have the absolute right and discretion to determine the highest and best bid (the "Winning Bidder") at the auction.
- f. The second highest bidder shall agree to be the purchaser if the winning bidder fails to close.
- g. Any party participating in the auction which is determined to be the winning bidder but which fails to close on the purchase of the Domain Name shall forfeit their deposit.
- h. In the event that Purchaser is not the winning bidder, it shall receive a \$20,000.00 break-up fee and, like any other Qualified Party which submitted a deposit but was not the winning bidder, shall receive the return of its deposit.
- i. Parties seeking to submit bids must notify the Trustee prior to 5 pm Central time on October 25, 2013 and must submit a offer of at least \$330,000, tender a deposit of \$40,000.00 and provide evidence of financial ability to close.
- j. The auction sale shall be conducted at the offices of Munsch Hardt Kopf and Harr, PC, 500 North Akard Street, Suite 3800, Dallas, Texas 75201 on Tuesday October 29, 2013 at 2 pm, Central time. Telephone participation at the auction sale will be permitted for qualified bidders.
- k. The hearing to approve the sale of the Domain Name to the winning bidder will be held on November 4, 2013, at 2:30 p.m. at the United States Bankruptcy Court, 1100 Commerce Street, 14th Floor, Dallas, Texas 75242.

BANKRUPTCY AUCTION NOTICE

TECHNOLOGY DOMAIN NAME

“servers.com”

BANKRUPTCY COURT ORDERED SALE¹

COURT APPROVED STALKING HORSE BID	\$300,000.00
AUCTION OPENING BID	\$330,000.00
BIDDING INCREMENTS	\$ 10,000.00
MINIMUM DEPOSIT TO BECOME QUALIFIED BIDDER	\$ 40,000.00
AUCTION LOCATION	DALLAS, TEXAS ²
AUCTION DATE	OCTOBER 29, 2013 2 p.m. Central
FINAL COURT APPROVAL DATE	NOVEMBER 4, 2013 2:30 p.m. Central

FOR FURTHER INFORMATION
PLEASE CONTACT COUNSEL FOR
THE BANKRUPTCY TRUSTEE:

rurbanik@munsch.com

¹ Case No. 09-34784-SGJ-11, U. S. Bankruptcy Court, Northern District of Texas

² Telephone participation permitted for qualified bidders

**ONDOVA LIMITED COMPANY
PARTIES REQUESTING NOTICE**

GRUPO ANDREA S.A. DE C.V.
C/O MARK E. ANDREWS/EVERETT NEW
COX SMITH MATTHEWS
INCORPORATED
1201 ELM STREET, SUITE 3300
DALLAS, TX 75270-2115

NETSPHERE INC
MANILA INDUSTRIES INC
c/o FRANKLIN SKIERSKI LOVALL ET AL
ATTN M HAYWARD / D SKIERSKI
10501 N CENTRAL EXPY STE 106
DALLAS TX 75231

FRIEDMAN & FEIGER LLP
ATTN LAWRENCE J FRIEDMAN
ATTN RYAN K LURICH
5301 SPRING VALLEY RD STE 200
DALLAS TX 75254

OWENS CLARY & AIKEN LLP
ATTN DANA M CAMPBELL
ATTN WILLIAM L FOREMAN
700 N PEARL ST STE 1600
DALLAS TX 75201

QUANTEC LLC/IGUANA CONSULTING
LLC/NOVO POINT LLC
c/o CRAIG A CAPUA
WEST & ASSOCIATES LLP
PO BOX 3960
DALLAS TX 75208-1260

JEFFREY BARON
c/o GERRIT M PRONSKE
PRONSKE & PATEL PC
2200 ROSS AVE STE 5350
DALLAS TX 75201

ERIC LOPEZ SCHNABEL
ROBERT W MALLARD
DORSEY & WHITNEY (DE) LLP
300 DELAWARE AVE STE 1010
WILMINGTON DE 19801

JOSIAH M DANIEL
ANGELA DEGEYTER
VINSON & ELKINS LLP
2001 ROSS AVE STE 3700
DALLAS TX 75201-2975

LAW OFFICE OF
CHRISTOPHER A PAYNE PLLC
5055 ADDISON CIRCLE UNIT 428
ADDISON TX 75001-6322

COMERICA INCORPORATED
c/o STRONG, SLATER & JOHNSON LLP
ATTN: MEAGAN MARTIN
1701 N MARKET ST STE 200
DALLAS TX 75202

GARY G. LYON
THE WILLINGHAM LAW FIRM
P.O. BOX 1227
ANNA, TX 75409

JAMES M. ECKELS
7505 JOHN CARPENTER FREEWAY
DALLAS, TX 75247

PETER S. VOGEL, RECEIVER
C/O JEFFREY R. FINE
DYKEMA GOSSETT PLLC
1717 MAIN STREET, SUITE 4000
DALLAS, TX 75201-7332

MARTIN K. THOMAS
P.O. BOX 36528
DALLAS, TX 75235-1528

STANLEY D. BROOME
THE BROOME LAW FIRM PLLC
1155 W WALL ST STE 102
GRAPEVINE TX 76051-7422

MEAGAN MARTIN
STRONG SLATER & JOHNSON LLP
1701 N MARKET ST., STE. 200
DALLAS, TX 75202