

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

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

**MOTION FOR LEAVE TO FILE: MOTION FOR AN EXPEDITED  
RULING ON THE STAY MOTIONS [DOCS 590 and 591]**

TO THE HONORABLE JUDGE ROYAL FURGESON:

COMES NOW JEFF BARON, and moves this Court to grant leave to file the following motion for an expedited ruling this week on the stay motions [Docs 590 and 591].

1. The seizure of a citizen’s property is an event of constitutional proportions. So to is the restraint of an individual’s freedom to work and earn money, as is the restraint of an individual’s right to travel freely. More than six months ago this Court seized Jeff Baron’s property, including his exempt property, and restrained (in fact prohibited) his right to transact business, to earn money, and to travel (in his clothes and with any of his money or possessions) outside the Northern District of Texas. This Court is also stripping Mr. Baron of his money, hundreds of dollars for every hour the Court’s receiver bills. Around a million dollars have been billed

so far. At this point, even another dollar more is unreasonable and unjust.

2. The proponents' story sold to this Court six months ago was of a "Ponzi scheme and getting free legal services", representing to this Court that Jeff "would bring a lawyer in and get them to work for free as long as they are willing to do that, and when they protest he brings in a new lawyer. And thereby continuing a Ponzi scheme and getting free legal services". [Doc 410 p67].

3. At this point the real story has become clear: Jeff entered into engagement agreements based on flat fees, contingency fees, and capped monthly fees. The lawyers were paid, and paid in full pursuant to the terms of their agreements, but the lawyers want **more**. For example:

(1) Broome wants more than the \$10,000.00 per month capped fee he was paid. His argument— his contract does not contain any term limiting the amount of fees which may be incurred by the attorneys in any month. However, anyone who can read English can look at Broome's contract and see Broome's assertion is groundless. Broome's contract contains a clear provision expressly limiting the amount of fees which may be incurred by the attorneys to \$10,000.00 per month.

(2) Crandall wants more than the flat rate she contracted at and was paid at. Her argument— she was billing hourly at \$300.00/hour. However, her own invoice proves the groundless nature of her claim—she billed, and was paid

at a flat monthly fee.

(3) Pronske was paid \$75,000.00 up front. Pronske wants more. His argument is that \$75,000.00 was just an initial retainer. However, Pronske has admitted that “There are no engagement agreements relating to the representation” and for almost a year after receiving a \$75,000.00 fee and working on the case, Pronske sent no contract, no engagement letter, no bill, no invoice, no demand for payment, no hourly work report, and no other document of any type alleging that the flat fee payment was actually a ‘retainer’.

(4) Dean Ferguson wants more than the \$22,000.00 capped fee he agreed to and was paid. His latest argument<sup>1</sup>— he is allowed to violate his engagement agreement and charge more than the agreed upon (and paid in full) fee cap because he was ‘defrauded’. Ferguson’s claim is that Jeff ‘fraudulently’ represented that the money would be paid from Jeff’s million dollar trust and not from Jeff’s pocket because Jeff was personally “destitute” (according to Ferguson). However, the trust’s money is just as green and in US Dollars just the same as if it had come from Jeff’s pocket and where the money to

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<sup>1</sup> In his original sworn testimony before this Court Dean Ferguson testified that his cap was for work only to August 21, and the cap did not apply because it was based on him working 33% of his time not 99% of his time. That testimony is completely discredited by his ‘claim’ affidavit and exhibits which prove clearly that the cap was for all of his work, expressly through August 31 and that the cap was clearly not based on the work being 33% of Ferguson’s time.

pay the bill came from (the million dollar trust or Jeff's pocket) has no materiality as to the rate agreed to by Dean Ferguson.

(5) Lyon wants more than the \$40/hour fee he charged and was paid. His argument— his fee was really \$300/hour and \$260/hour is due him. However, his own emails proves his fee was \$40/hour, and he bragged—in writing— his rate of \$40/hour gave Jeff ‘more bang for the buck’ so that Lyon should be given more work to do.

(6) Schurig wants more than the **million dollar fee she has been paid** and submitted a claim for work performed—without any contract—for the company owned by her colleague, AsiaTrust. However, AsiaTrust is neither owned nor controlled in any way by Jeff, and has itself filed a claim against Jeff and/or Ondova. Jeff never agreed or undertook to pay the debts of AsiaTrust, nor has anyone alleged that he has.

(7) Etc.

4. At this point, there is no interest served by continuing the receivership for even one more day, other than to redistribute more money from Jeff Baron to Peter Vogel and his law partners. Accordingly, the immediate stay of the receivership is requested. To continue the receivership with its costs, in light of the current posture of this case, is unreasonable and unjust.

WHEREFORE, Jeff Baron requests the Court to enter an expedited ruling this week on the stay motions [Docs 590 and 591].

Respectfully submitted,

/s/ Gary N. Schepps

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**CERTIFICATE OF SERVICE**

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

CERTIFIED BY: /s/ Gary N. Schepps  
Gary N. Schepps

**CERTIFICATE OF CONFERENCE**

This is to certify that the undersigned conferred with counsel for: (1) Mr. Vogel by email and the receiver does not oppose the relief requested, and (2) Mr. Sherman by email and they oppose.

CERTIFIED BY: /s/ Gary N. Schepps  
Gary N. Schepps