

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

NETSPHERE, INC., Et. Al.	§	
<i>Plaintiffs,</i>	§	
vs.	§	Civil Action No. 3-09CV0988-F
	§	
JEFFREY BARON, Et. Al.	§	
<i>Defendants</i>	§	

**REPLY TO RECEIVER’S RESPONSE [DOC 1042] TO BARON
MOTION FOR LEAVE TO RECONSIDER STAY**

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

Defendant Jeff Baron briefs three reply issues, as follows:

1. Is Vogel deceiving the Court ?
2. Has Vogel de-humanized Jeff Baron ?
3. Vogel’s use of deceitful distraction.

Reply Issues

1. Is Vogel Deceiving the Court ?

The Court has clearly placed its trust in Vogel, or Vogel would not have been appointed Special Master, Mediator, and Receiver. With that trust, the Court appears to *presume* Vogel to be honest.

The question is, **what is the level of that presumption ?**

- (1) Is the presumption irrebuttable, such that the game is ‘fixed’ and Vogel can get away with *anything* ?
- (2) Is the presumption extremely high, such that Vogel is afforded special status before the Court that allows Vogel to get away with *almost anything* ?
- (3) Or, if there is clear evidence that Vogel has been dishonest and **deceitful** with the Court, is the Court open to receiving, and fairly considering the evidence, with an open, unbiased mind ?

In his response, Vogel justifies Baron’s living conditions by representing to the Court the following:

- a. Baron never sought “help from the Receiver”.
- b. “Mr. Baron’s counsel ignored the Receiver’s request to simply identify the name and address of the dealership from which the car was to be purchased.”
- a. Baron failed “to select a new car” or to “send the specifics”.
- b. “Baron and Schepps have persistently disregarded the Receiver’s efforts to assist in the purchase of an automobile for Mr. Baron”
- c. The receiver “would have gladly written him a check to rectify the supposed issues”.

However, in stark contract to Vogel's representations to the Court, the **truth** (evidenced by the exhibits filed with this reply) is as follows:

- a. First Baron's *unpaid* appellate counsel volunteered to have Vogel provide a check in escrow, and to supervise the car purchase and return any unused funds to Vogel. A simple, reasonable solution, minimizing Vogel's fees and providing for full accountability. Vogel, however **refused**. See Exhibit "A".
- b. Next, based on Vogel's demand to control the purchase transaction, Baron located a vehicle to purchase, negotiated a price with the owner, and then provided the owner's name, purchase information, and phone number to Vogel to arrange payment. **Vogel refused.** Id.
- c. Vogel instead raised impossible to meet pre-requisites including that Baron *first* have the car titled in his name, pay all taxes and insurance, and then, Vogel would pay for the car. Since no seller will transfer title of their car before being paid, the conditions were just sham way of saying NO. Id.
- d. Later, Vogel represented in filings to the Court that he was ready to pay for a new car. Vogel's counsel suggested a dealer must be the seller and not a private person. So, Baron worked and found a car at a dealer. Complete information about the car, including the car's tag numbers, sticker, a picture of the car, an appraisal of the car, and the PHONE NUMBER OF THE DEALER was sent to Vogel with a request for him to pay for the car. All Vogel had to do was pick up the phone and make payment arrangements. **Vogel refused.** See Exhibits "B" and "C". At that point, to Baron's unpaid appellate counsel it was more than clear Vogel had no intention of allowing the funding for a car or better living conditions. It was a game Vogel used to pad his billing at Baron's expense. Notably, at each step in obstructing Baron from normal living conditions Vogel personally profited.

Similarly with respect living conditions for Baron, Vogel required that a signed lease be presented to him for his signature. However, Vogel refused to provide for the cost of movers, utility deposits, insurance, and the like. Without a car, Baron could not physically move. So, once again, the matter was, for Vogel, another billing game at Baron's expense.

The undersigned has previously filed a motion apprising the Court that Baron was not represented on these issues. [DOC 264]. The Court decided not to allow Baron to hire an attorney to represent him. The undersigned then spent literally tens of hours attempting to work with Vogel, fruitlessly. All the undersigned's efforts were at the expense of the undersigned and, not coincidentally, were at a large profit to Vogel. While Baron and the undersigned pay the price for Vogel's games of obstruction, Vogel and his partners have enjoyed the profit. Counsel for Baron is unpaid, and has **no motive** to waste time with obstructions. Every hour wasted is a lost hour. By contrast, Vogel bills and bills. Every hour wasted is a billed hour and more profit for Vogel.

As shown clearly by the attached exhibits, contrary to the cock & bull story offered by Vogel to this Court, Baron (1) has repeatedly sought help from the receiver, (2) has selected more than one new car, and (3) more than

once has sent Vogel **specifics** as to a specific car selected to purchase. Each of the cars Baron selected qualified for the \$20,000.00 limit approved by the Court in authorizing the car purchase.

As detailed above, repeatedly a specific car and the PHONE NUMBER of the seller was provided to Vogel. Each time, **Vogel** **obstructed** the purchase and refused to allow Baron normal living conditions. Vogel's claims to the contrary are flatly untrue and Vogel has used his position and the backing he has received from this Honorable Court to sadistically trap Baron in sub-human living conditions. Meanwhile, Baron is prohibited from earning a living, engaging in business transactions, and from hiring counsel to defend himself, while Vogel lines his pockets with Baron's hard earned life savings and assets.

Notably, Vogel will soon be seeking to take more of Baron's savings in order to pay for the making of the fabrications and false representations that have been offered in 'defense' of the motion to stay. Baron is expected to pay -- as this Honorable Court has ordered in the past Baron pay-- for the absolute fabrication and deceit that Vogel's response seeks to sell. Vogel's story that Baron failed to select a new car or send Vogel the specifics is a load of cock & bull. Vogel's pattern is well worn-- manufacturing fabricated

‘wrongdoing’ alleged against Baron. The facts, however, are that Vogel has played a game of running up his fees while obstructing Baron’s efforts to obtain normalized living conditions.

2. Has Vogel de-humanized Jeff Baron ?

Vogel so de-humanizes Baron that Baron’s lack of air in the scorching Dallas summer heat, and lack of heat in the winter, and lack of an operative vehicle are to Vogel merely “**putative** complaints”. Baron belongs, to Vogel’s view, to some underclass of human that does not need a vehicle because he “**never drives**”, and does not need heat and air because he ‘boasted’ about living a low-cost lifestyle. Aside from Vogel’s cock & bull assertions, Vogel implicitly argues that Baron is more like an animal than a human being who “did not **really want to move out** of apartment or buy a new car”.

Similarly, Jeff Baron is demoted by the Vogel receivership order to the status of some sub-class of human that is not entitled to such basic rights as the right to possess his own property, the right to earn an income and enter business transactions, the right to hire legal counsel of his choice, the right to defend claims against him in court before a jury, etc.

Vogel's response shamelessly argues that Baron 'likes it that way' and does not want a vehicle, nor want heat and air in his home. Such offensive reasoning is consistent with the sub-human treatment of Baron in the receivership. 'He is part beast', Vogel implies in his argument-- Baron isn't like us, he doesn't drive and **he likes it** in without heating or air conditioning in his home.

3. Vogel's use of deceitful distraction

Vogel's response focuses on distraction such as various allegations regarding communication with the undersigned shortly before the deadline for filing Vogel's response to Baron's stay motion. Similarly, Vogel's response attempts to place responsibility on Mr. Cochell, who was not allowed by this Honorable Court to undertake a general representation of Baron, and who was expressly limited by this Court to represent Baron with respect to obtaining health insurance (after Vogel neglected to pay the premium on Baron's policy and his insurance was retroactively cancelled).

In addition to being offered as a distraction, Vogel's response tells a deceitful story. Vogel's response makes it sound like (1) Jeff Fine didn't have the undersigned's phone number, (2) Mr. Fine had to look up the docket sheet to find counsel's phone number, and (3) was then stumped

because the number on the docket sheet is out of date. The truth is starkly different from the bogus story passed off in Vogel's response. The truth is as follows:

The undersigned has known Jeff Fine for more than twenty years. Jeff Fine has the undersigned's working office number and the undersigned's cell phone number. Moreover, David Schenck, and Peter Vogel also have the undersigned's cell phone number. In fact, David Schenck and Jeff Fine have repeatedly called the undersigned at his current office number (972-200-0000) *and* at his cell phone number, when they needed things on this very case. In fact, Jeff Fine and Peter Vogel have also *both* called the undersigned on his cell phone about matters for this very case.

So, for Jeff Fine to now go look at the docket sheet and call that old phone number-- is an **act**, **a sham**, a game used as a deception-- for the purpose of **play acting** and making it sound like Jeff Fine made reasonable and substantial efforts to contact the undersigned but was unable to. **It is deceit and nothing less** because Jeff Fine knows the undersigned, has the undersigned's current office phone number, and has the undersigned's cell phone number, and has repeatedly used those numbers every other time Jeff Fine wanted to contact the undersigned about this case.

As part of an apparent tactic of distraction, Vogel's response raises the issue of his current counsel's ethical issue with respect to accepting the representation of Vogel. The issue is a distraction with no relevance to the matter at hand.¹

4. Conclusion.

This Honorable Court ordered the receiver to provide Baron a new vehicle and proper living conditions. Vogel didn't do that. Instead, Vogel's response tells a cock & bull story that he would have provided Baron with a new vehicle and habitable living conditions, except Baron prevented Vogel's vigorous efforts to do so and **obstructed** Vogel from doing so. Vogel claims that Baron would never provide the specific information of any car that Baron wanted to purchase. The truth, as clearly evidenced by the attached exhibits, is opposite. Baron requested a specific car be purchased and provided Vogel with phone number and detailed information. Baron did so more than once. However, Vogel obstructed Baron's repeated efforts—to Baron's suffering and Vogel's personal profit.

¹ Vogel's counsel have apparently mistyped "Baron" when searching their email because—contrary to the claims made in their response-- the undersigned is in possession of email whereby Baron transmitted privileged and confidential material (including, for example, a confidential draft of a letter to Vogel regarding an issue as to his fee as special master) to more than one attorney at Vogel's current counsel as part of the consultations and communications engaged in when Baron had previously consulted with the very same law firm with respect to their representing him in this very same lawsuit.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps
Texas State Bar No. 00791608
(972) 200-0000
(972) 200-0535 fax
Drawer 670804
Dallas, Texas 75367
E-mail: legal@schepps.net

**APPELLATE COUNSEL
FOR JEFFREY BARON**

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

Exhibit A

From: Gary Schepps [mailto:legal@schepps.net]
Sent: Tuesday, March 15, 2011 12:18 AM
To: BLAKLEY, JOHN DAVID
Subject: Re: FW: Car for Mr. Baron

John,

If the receiver has control over Jeff's money how can Jeff pay the TAX, TITLE and LICENSE fees ? How can he do this prior to purchasing a car.

The seller is not interested in getting a check, which he does not trust, and has requested cash. Thus, by imposing arbitrary conditions, you have effectively excluded Jeff from purchasing the car.

Moreover, it is not possible to "prior to the date and time we meet with the seller, ... handle all issues pertaining to tax, title, and license". You have imposed impossible to meet conditions. Nobody is going to be fooled by this.

Jeff needs a car. The judge ordered he be allowed to purchase one.

Jeff found a car and negotiated a purchase price. I asked the receiver either to provide me the funds to purchase for Jeff, or to make payment arrangements directly with the seller.

You have refused to do either.

Instead, you set up impossible to meet conditions, such as handling the tax and title (where you hold all Jeff's assets), prior the purchasing the vehicle. Since the seller will not sign over his car title *before* being paid, it is not possible to do what you have requested.

But, since you all have college educations, you obviously know this.

Thus, your impossible to meet conditions were set up... for the purpose of.... increasing your billing and keeping Jeff from actually having a vehicle.

Yours truly,

Gary Schepps

Monday, March 14, 2011, 6:05:03 PM, you wrote:

Messrs. Schepps and Baron:

I have not received a response to my e-mail below, offering assistance in the purchase of a car picked out by Mr. Baron. It was my impression that this issue required quick action to "take care of this before [Mr. Baron's chosen car] is sold to another buyer." Does Mr. Baron still intend to purchase this vehicle? Please advise.

Thank you,

John David Blakley
214.999.4753 direct

From: BLAKLEY, JOHN DAVID
Sent: Friday, March 11, 2011 1:12 PM
To: 'legal@schepps.net'; 'jeffbaron1@gmail.com'
Cc: 'barrettlorand@yahoo.com'; 'peter@barrettcrimelaw.com'; GOLDEN, BARRY; LOH, PETER; VOGEL, PETER
Subject: Car for Mr. Baron

Messrs. Schepps and Baron:

The Receiver is in receipt of the below email from Mr. Schepps regarding the purchase of a car for Mr. Baron. The Receiver is prepared to assist Mr. Baron in the purchase of this vehicle and I will meet Mr. Baron (and, if Mr. Baron believes he needs counsel present, Mr. Schepps) at the seller's location to consummate the purchase, **but the following must occur first:**

- 1) Mr. Baron (and/or Mr. Schepps) needs to set up a date and time to meet with the seller to make the purchase, and then let me know that date and time, as well as the seller's location;
- 2) The Receiver and his counsel will not be contacting or performing any negotiations with the seller. I will simply be present to hand the seller a check once Mr. Baron confirms he is satisfied with the car and the terms of the purchase, and the necessary paperwork is completed and exchanged. So, Mr. Baron (and/or Mr. Schepps), **prior to** the date and time we meet with the seller, needs to complete all negotiations with the seller;
- 3) The Receiver and his counsel will not be handling (other than taking care of costs) any issues pertaining to tax, title, and license or insurance. Again, I will simply be present to **hand the seller a check once Mr. Baron confirms he is satisfied with the car and the terms of the purchase and the necessary paperwork is completed and exchanged.** So, Mr. Baron (and/or Mr. Schepps), **prior to** the date and time we meet with the seller, needs to handle all issues pertaining to tax, title, and license or insurance.

Once Mr. Baron (and/or Mr. Schepps) provides me the information requested in No. (1) above, and confirms that the issues addressed in Nos. (2)-(3) are completed, I will meet Mr. Baron (and, if Mr. Baron wishes, Mr.

Schepps) at the seller's location to consummate the purchase of the car.

Please advise.

John David Blakley
Gardere Wynne Sewell LLP

1601 Elm Street, Suite 3000 | Dallas, TX 75201
214.999.4753 direct
214.999.3753 fax

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

<image001.png>

NOTICE BY GARDERE WYNNE SEWELL LLP

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

From: Gary Schepps [mailto:legal@schepps.net]

Sent: Friday, March 11, 2011 9:03 AM

To: VOGEL, PETER

Subject: Car for Jeff

Peter,

Jeff has found a car he would like to purchase. He has worked out a price with the seller, \$18,500.00. The car is a 2008 Ford Edge.

The sellers name is Bart, phone is 903-952-0292.

Either tender me \$18,5000 and I will go with Jeff to do the purchase, or if that is not acceptable, please send someone to do the purchase for Jeff.

It took Jeff a lot of effort to find this car, please take care of this before it is sold to another buyer.

Yours truly,

Gary Schepps



From: Gary Schepps <legal@schepps.net>
To: "GOLDEN, BARRY" <bgolden@gardere.com>
Subject: Fwd: re: Car for Jeffrey Baron
Date: Tue, 10 Jan 2012 21:05:45 -0600

BARRY GOLDEN:

In light of your representations that you are ready, willing, and able to provide a new car, please pay for the attached car. It is with a dealer, the price is rated as "great", and is within the price range set and approved by the District Court.

Jeffrey Baron needs a car, and is requesting you immediately pay the dealer for this car before it is sold to another purchaser.

Thank you for your immediate attention to this matter.

2008 Ford Edge SEL - \$18,998

Plano, TX | Call: 877-851-4493 | [Email Dealer](#)

POWERED

Vehicle Description

Pictures

ClearBook Price Report

» See all 14 pictures

ClearBook Price Rating

VEHICLE DETAILS [Edit Details](#)

Mileage:	40976	Options:	None selected
Condition:	Excellent		
Engine:	3.5L V6 DURATEC		
Transmission:	6-SPEED AUTOMATIC		

✔ **\$18,998** is a **GREAT** price for this car

Great Price	Good Price
LESS THAN \$20,373	LESS THAN \$23,171
Above Market	
GREATER THAN \$23,171	

Contact The Dealer

By Phone **877-851-4493**

By Email

Message * required

From: Gary Schepps <legal@schepps.net>
To: "GOLDEN, BARRY" <bgolden@gardere.com>
Subject: RE: Car for Jeffrey Baron
Matter: JEBAJB
Date: Thu, 12 Jan 2012 10:02:11 -0600

Peter,

I sent you the information with the Car and the Dealer information and the Dealer Phone number.

The dealer is CarMax. I can meet you at any time, just let me know. If you require Jeff to be personally present, I'll have to go pick him up. If I need to do that, Friday morning is the best time for me-- but, the car may be sold by all this delay. As I am sure you are well aware, when a good car is priced low, you have to quickly purchase it-- or someone else will.

Yours Truly,

Gary Schepps

Wednesday, January 11, 2012, 7:10:38 AM You wrote:

Gary: Good morning. I am responding to your request below on behalf of Barry. I recall your request for a car for Mr. Baron last March 2011. At that time, we made it very clear we would assist in the purchase of a car. All you had to do was provide us with the name of a dealership in the area. At a mutually convenient time, we would meet you there with Mr. Baron and pay for the car and make sure that Mr. Baron took possession of it with proper title, insurance, etc.

So, just like last March, we are standing by waiting to hear from

you with the name of the dealership, its address, and a proposed time for a meeting.

Thank you.

Peter
214-999-4391

From: "Gary Schepps" <legal@schepps.net>
To: "GOLDEN, BARRY" <bgolden@gardere.com>
Subject: Fwd: re: Car for Jeffrey Baron

BARRY GOLDEN:

In light of your representations that you are ready, willing, and able to provide a new car, please pay for the attached car. It is with a dealer, the price is rated as "great", and is within the price range set and approved by the District Court.

Jeffrey Baron needs a car, and is requesting you immediately pay the dealer for this car before it is sold to another purchaser.

Thank you for your immediate attention to this matter.

2008 Ford Edge SEL - \$18,998

Plano, TX | Call: 877-851-4493 | [Email Dealer](#)

Vehicle Description

Pictures

ClearBook Price Report



ClearBook Price Rating

VEHICLE DETAILS [Edit Details](#)

Mileage:	40976	Options:	None
Condition:	Excellent		
Engine:	3.5L V6 DURATEC		
Transmission:	6-SPEED AUTOMATIC		

\$18,998 is a **GREEN** price for this car



» See all 14 pictures



Great Price LESS THAN \$20,373	Good Price LESS THAN \$23,171
Above Market GREATER THAN \$23,171	

Contact The Dealer

By Phone **877-851-4493**

By Email

Message * required



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

NETSPHERE, INC., ET. AL.	§	
Plaintiffs	§	
	§	Civil Action No. 3-09CV0988-F
v.	§	
JEFFREY BARON, ET. AL.	§	
Defendants.	§	

SWORN DECLARATION OF GARY SCHEPPS

- “1. My name is Gary Schepps. I am appellate counsel for Jeff Baron in appeals from orders in this case. I am competent to make this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct. I have knowledge of the stated facts, which I learned in my role as appellate counsel in appeals from orders entered in the above entitled and numbered cause.
- “2. I offered to Vogel, through his counsel, to have Vogel provide a check to me in escrow, in order for me to supervise the car purchase and return any unused funds to Vogel. Vogel, however refused.
- “3. Next, based on Vogel's demand to control the purchase transaction, Jeff Baron located a vehicle to purchase, negotiated a price with the owner, and I then provided the owner's name, purchase information, and phone number to Vogel to arrange payment. Vogel refused.
- “4. Vogel instead raised impossible to meet pre-requisites including that Jeff first have the car titled in his name, pay all taxes and insurance, and then, Vogel would pay for the car. Since no seller we could find would agree to transfer title of their car before being paid, the conditions were just sham way of Vogel saying NO.
- “5. Later, I saw that Vogel represented in filings to the Court that he was ready to pay for a new car. Vogel's counsel suggested a dealer must be the seller and not a private person. So, Jeff worked and found a car at a dealer. I secured and then sent to

Vogel, through his counsel, complete information about the car, including the car's tag numbers, sticker, a picture of the car, an appraisal of the car, and the PHONE NUMBER OF THE DEALER, with a request for him to pay for the car. All Vogel or his counsel had to do was pick up the phone and make payment arrangements. Vogel refused.

- “6. Exhibits “A”, “B” and “C” filed with this declaration are true, accurate and authentic copies of email correspondence between myself and Vogel, through his counsel. I sent to Vogel all the information he needed, but Vogel just ignored it. At that point, it was more than clear to me as Baron's still unpaid appellate counsel that Vogel had no intention of allowing the funding for a car or better living conditions. It was clear that Vogel was playing a game to pad his billing at Baron's personal expense.
- “7. Similarly with respect living conditions for Baron, Vogel required that a signed lease be presented to him for his signature. However, Vogel refused to provide for the cost of movers, utility deposits, insurance, and the like. Under those conditions, Baron could not physically move. As it is, Baron has been unable to obtain some medical treatment and testing because after paying for his out of pocket share of his medical needs and medications, Baron was unable to pay the deductible necessary for the medical care he required. I raised this to the attention of both the Court and Vogel, but unless Baron was willing to compromise and waive his fundamental right to privacy as to his medical care, funding for his out of pocket medical costs was refused. In that circumstance, without additional funding to the costs of relocating beyond just the monthly rental agreement, it was not possible for me to facilitate Jeff's relocation. So, once again, the matter was, for Vogel, another billing game at Baron's expense.
- “8. I repeatedly raised the issue of Baron's living conditions to Vogel's attention. My requests were generally ignored. For example, over a year ago on July 25, 2011, I emailed Vogel (through his counsel) that “Jeff has no air-conditioning in his apartment and still needs a car-- that the Court authorized”. Vogel responded by serving a subpoena on my law office trust account to search for non-existent evidence that Baron had paid me any money for representing him. Vogel expended

huge efforts and expense in those efforts—all funneled into his own, and his firm’s pockets—while Baron languished.

- “9. While I took of my time to facilitate resolution of the issues, I have not agreed to undertake representation of Baron on these matters. I have previously filed a motion apprising the Court that Baron was not represented on these issues and requesting funding for an attorney to represent Jeff on the matters. [DOC 264]. Still, I spent literally tens of hours attempting to work with Vogel, fruitlessly. All my efforts were at my expense. While Baron and myself have paid the price for Vogel's games of obstruction, Vogel and his partners clearly have to this point enjoyed the profit. The undersigned appellate counsel for Baron is still unpaid, and has no motive to waste time with obstructions. Every hour wasted is a lost hour. By contrast, Vogel bills and bills. Every hour that Vogel can generate in conflict represents more profit for Vogel.
- “10. As shown clearly by the attached exhibits, contrary to the cock & bull story offered by Vogel to this Court, Baron (1) has repeatedly sought help from the receiver, (2) has selected more than one new car, and (3) more than once has sent Vogel specifics as to a specific car selected to purchase. Each of the cars Baron selected qualified for the \$20,000.00 limit approved by the Court in authorizing the car purchase.
- “11. Repeatedly a specific car and the PHONE NUMBER of the seller was provided to Vogel. Each time, Vogel obstructed the purchase. Vogel's claims to the contrary are flatly untrue.
- “12. Vogel’s story that Baron failed to select a new car or send Vogel the specifics is a load of cock & bull. Vogel's pattern is well worn-- manufacturing fabricated 'wrongdoing' alleged against Baron. The facts, however, are that Vogel has played a game of running up his fees while obstructing Baron's efforts to obtain normalized living conditions.
- “13. For the record, I have personally seen Jeff Baron drive, and state further that my ability to represent him on appeal has been substantially impaired by Baron’s lack of access to an operable vehicle. Many times, effective representation required Baron to meet with me at certain times, and he was unable to do so because he lacks an operable vehicle. I have

experienced the problem first hand with him, and in many instances it has significantly impaired my ability to represent him in the appeal.

- “14. I have known Jeff Fine for more than twenty years. Jeff Fine has my working office number and my cell phone number. I know this because I gave him my cell phone number, and he has called me on it, including about this case. He has also called me at my working office phone number. Moreover, David Schenck, and Peter Vogel also have my cell phone number, and they both have called me on it. David Schenck and Jeff Fine have repeatedly called me at my office number (972-200-0000) and at my cell phone number, when they needed things on this case.
- “15. Jeff Fine knows me, has my current office phone number, and has my cell phone number, and has repeatedly used those numbers every other time he wanted to contact me about this case.
- “16. I personally spoke with David Schenck, and informed him that I was not receiving emails that he sent to me. The issue was raised when counsel for the Trustee mentioned that I was “cc’d” on an email from Schenck that I never received. I called David and informed him of the problem with his email to me. I have requested on my side a technical review of communication from Schenck & Fine’s law firm, and it has been shown to me that their firm uses a ‘spoofing’ email system that is rejected by anti-spam protections of many email servers, including for my law office. In non-technical terms that means that Jeff Fine is sending emails from one email address, but that email address does not really send out emails and in fact, has no email server. The address listed by Fine’s emails as sender is thus ‘fake’, (“spoofed” in computer terminology), and is thus rejected by email servers that prevent such email address forgery.
- “17. Vogel is lying. Contrary to Vogel’s dishonest representations to the Court, on more than one occasion I provided specific information of a car that Baron wanted to purchase—including on each occasion the phone number of the seller for Vogel to call to pay for the car. The truth, as clearly evidenced by the attached exhibits, is that Baron repeatedly

requested a specific car be purchased and provided Vogel with phone number and detailed information. However, Vogel obstructed Baron's repeated efforts—to Baron's continued suffering and Vogel's personal profit.”

I declare under penalty of perjury that the foregoing declaration is true and correct.

Signed this 25th day of September, 2012, in Dallas, Texas.

/s/ Gary N. Schepps
Gary N. Schepps