

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. | § |

**RESPONSE TO VOGEL'S MOTION FOR RECONSIDERATION OF
ORDER ON REQUEST FOR FINANCING OPTIONS [DOC 581]**

TO THE HONORABLE JUDGE ROYAL FURGESON:

COMES NOW JEFF BARON, Appellant, and makes this response to the Receiver's Sealed Ex Parte Motion for Reconsideration of Order Regarding Mr. Baron's Request to Research Financing Options.

1. The same old Baron bashing. This Court ordered the receiver to provide specific information as to specific domain names to facilitate obtaining a loan to provide funding desired by the Court, to achieve objectives of the Court. The receiver refused to comply with the Court's order and has refused to provide the information ordered by the Court. Yet, it is Mr. Baron that is blamed as the one who refuses to cooperate.

2. According to the website found by the receiver¹, a friend of Mr. Baron's, is in disbelief as to what is transpiring in this Court and put up a website in response. The First Amendment clearly provides him the full freedom to do that. Yet, it is Mr. Baron that is 'blamed' as being the website's owner.

3. More advocacy from the receiver. Instead of carrying out the Court's orders and directives, the Vogel is continuing the unusual relationship in this case of advocating and directing the Court as to what actions to take. Vogel argues that if the LLCs' obtain a loan and are removed from the receivership, being replaced by the loan funds, the LLCs' will not be able to pay the money back, and therefore the companies should have their assets liquidated. The receiver's argument makes no sense. It is not the receiver's concern whether the companies would be able to repay the loan outside of receivership, or would be forced to sell assets to repay the loan. If the receiver is now attempting to sell assets at 3 cents to the dollar, a fractional amount of assets would need to be sold outside of receivership to repay the loan amount.

4. Inconsistent argument. On one hand the receiver argues that Mr. Baron is so famous as a 'vexatious litigant' that no one will loan money. On the other hand the receiver argues that a lender will look up Mr. Baron by searching for "Jeff Baron Receivership Lawsuit" on the internet.

5. Disparity between the facts, and the receiver's statement of the facts. The receiver's statements of factual matters have become laughable. Mr. Baron is now

¹ It is unclear why the receiver would be searching the internet for websites and reports about Mr. Baron.

accused of telling "distorted tales" in his filings. Perhaps Mr. Broome is one typical example ? Mr. Broome's contract, submitted by Mr. Broome himself, clearly limits the fees that can be incurred in any month to \$10,000.00 without express written authorization to exceed the fee cap for that month. Mr. Broome was paid based on his written employment contract. Yet, Mr. Broome filed a claim, response, and affidavits, stating that there was no fee cap term in his contract, but rather fees in excess of \$10,000.00 would 'roll over' to the next month. Is Mr. Baron's filing pointing out the terms of Broome's contract and the \$10,000.00 monthly cap a "distorted tale" ?

6. Another example is Mr. Lyon. Mr. Lyon *claimed* his fee rate was \$300/hour. Lyon's own email, however, proves that Lyon is not telling the truth. Lyon's hourly rate was the \$40/hour he was paid at. Lyon even bragged—in writing—that rate gave 'more bang for the buck'. Is Mr. Baron's filing with Mr. Lyon's email proving the \$40/hour rate another "distorted tale" ?

7. Another example is Ms. Crandall. Ms. Crandall *claimed* she was billing hourly at \$300.00/hour. She was unable to locate the written contract she acknowledges exists, but swears her work was billed at an hourly fee of \$300. However, her own invoice proves the groundless nature of her claim. Per her own invoice, Ms. Crandall billed, (and was paid) at a flat monthly fee. Is the filing of Ms. Crandall's invoicing to prove she was billing at a flat and not hourly rate another "distorted tale" ? And the list goes on.

8. Another example is the receiver's being caught red-handed fabricating a complaint against Jeff for harassment. What emails were sent out and when are not an issue of 'dispute'. The emails are in someone's email out box or they aren't. Once emails are ordered preserved and the order complied with, there is no doubt that the sender by that time has full knowledge about the facts. Vogel and his partners claim that they only sent Mr. Baron one email, and on a certain date. Mr. Baron produced actual emails, with the full sender unique ID information from the receiver. The emails prove that the receiver sent the first email days before the receiver admits to doing so. The emails prove the receiver sent a second email, directing Mr. Baron to dial into to a conference call at a certain date and time. The receiver denies sending the first email days prior to the second email. The receiver denies the existence of the second email. The receiver argues that Jeff Baron improperly obtained the conference call information, and called in to harass the participants. At this point, this is not an issue of 'confusion' or 'misunderstanding', or even 'disputed facts'. The receiver either sent the emails produced by Mr. Baron and is lying about them, or they didn't. The receiver has represented that they have preserved the evidence to establish whether the receiver is lying, but refuses to produce that evidence. This Court does not believe the matter is relevant.

9. The website complained of by the receiver <http://acquire.freezoka.net> has an interesting page on victim blaming, particularly the Nazi's use of propoganda in victim blaming. One of the Nazi's tricks was to tell a big lie, based on the inclusion of some truth. This is the very technique engaged in by the receiver. Two examples:

- (1) The Receiver claims that the website states that the Court and the receiver blog together on Karl Bayer's blog about this case. That is a fact the Court has personal knowledge is not true. Thus it discredits the website as telling lies. But the website does not say what the receiver claims. The website states that this Court and the Receiver blog together on Karl Bayer's blog. The Court knows that is true. The website doesn't say that the Court directly blogs about this case. Rather, the website says the Court blogs on a site that has other articles about the Court and this case, and Mr. Vogel.
- (2) The Receiver claims that the website accuses a lawyer of sexually abusing a 6 year old boy. Unless it the accusation is contained in some part of the website the undersigned could not find, there is no such accusation on the site. Rather, the website points out the Texas case law that reveals Mr. John MacPete has been prosecuted multiple times by the State of Texas as a pedophile for child molestation/rape but has never been found guilty beyond a reasonable doubt. Contrary to the distorted report of the receiver, the website does not accuse any lawyer of sexually abusing anyone.

WHEREFORE, the receiver should have no interest in preventing financing for the court to hold in place of the LLC domain assets, and their motion for 'reconsideration' should be denied.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps
Texas State Bar No. 00791608
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
(214) 210-5940 - Telephone
(214) 347-4031 - Facsimile
Email: legal@schepps.net
FOR JEFFREY BARON

CERTIFICATE OF SERVICE

This is to certify that this filing 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
COURT ORDERED TRIAL COUNSEL
FOR JEFFREY BARON