

**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

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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