

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: THIRD MOTION TO SUPPLEMENT
RECORD WITH NEWLY DISCOVERED EVIDENCE**

TO THE HONORABLE JUDGE ROYAL FURGESON:

COMES NOW JEFF BARON, and moves this Court to grant leave to file the following motion to supplement the record with the evidence attached as Exhibit A:

A. WHAT THIS EVIDENCE PROVES

EXHIBIT A - THE CRANDALL INVOICE

This invoice:

- (1) This invoice establishes once again the fraudulent basis of once again an attorney's false claim. Mr. Crandall falsely stated under oath that during the course of her representation her fees were fixed **at an hourly rate**. That is false, untrue. **As proved by Exhibit A, Ms. Crandall billed at a flat rate.** Contrary to Ms. Crandall's claim that her signed agreement

was to receive \$300.00 per hour (an agreement she never produced), page two of **her own invoice states unequivocally, “(Flat Rate) \$5,000.00”**. There is no ambiguity about it.

(2) Once again, the receiver invited an attorney to make a ‘claim’, clearly false, that the attorney was to be paid \$300.00 per hour, but was paid less. Exhibit A proves that, just as with one after another of the attorney ‘claimants’, the attorneys agreed to flat or capped rates, and were paid at their agreed rate. The ‘claims’ against Jeff Baron, as demonstrated by yet another false and fraudulent affidavit filed by yet another ‘claimant’ attorney solicited by the receiver, are false. Clearly, attorneys do not just show up at a court's doorstep with false claims– someone solicited them to come.

(3) Notably, we have asked the receiver to produce the complete billings, all demand letters, all response correspondence for each attorney claim. The receiver has refused. As this invoice establishes, the reason is clear. With all due respect these ‘claims’ are garbage. For example, from Pronske, who was paid a \$75,000.00 fee up front, never sent out an engagement letter or contract, never sent out an invoice, never sent out a billing statement, never sent out a report as to any 'retainer' or retainer balance, but when the settlement agreement was to be finalized,

demanded a quarter million dollar bonus, claiming the \$75,000.00 was a retainer that had long ago been used up (just Pronske didn't get around to sending out any billing or notice of that at the time), to Stan Broome who claimed the limit on his work was merely a per month invoicing limit that rolled over to the next month— but where, contrary to his sworn testimony, his contract clearly capped incurring fees to \$10,000.00 per month without express written content to exceed that cap in any month, to Lyon who fraudulently claimed his billing rate was \$300 per hour and \$75,000.00 in fees were past due, when his rate was really \$40.00 per hour, and he had been paid, to Taylor who now claims a large 'contingency' fee, but who did not mention such a fee to his client when the settlement was entered, and represented to his client that “We'll probably have a very small bill that will go out at the first of September, but that should be the last one.”, and now to Crandall who fraudulently makes the claim that during the course of her representation of Jeff, her fees were at an hour rate. Her own invoice clearly establishes that during the course of the representation her rates were fixed at a flat rate, not an hourly rate. Out and out false factual claims made under oath.¹

¹ The attorneys' claims have now been shown over and over and over to be based on the attorneys' false sworn statements. But, it is Jeff Baron who is in receivership, based on these 'claims'. In retrospect, a receivership should never have been imposed based on mere 'claims'. To cover up the fraudulent nature of the attorney's claims there is now an attempt to burn a hole

B. WHY THE EVIDENCE WAS NOT RAISED EARLIER

The undersigned counsel is a solo practitioner. As a physical matter of available time in the day, it is not possible for counsel to have reviewed all the materials relevant to each of the multiple claims.² The receiver was requested to provide key materials to make review of the ‘claims’ more efficient, but the receiver after first promising to produce, refused to produce. Accordingly, the undersigned counsel has not physically had the available hours to review all of the material at hand (let alone material in the possession of the receiver and claimant attorneys which has been withheld), and can only raise that evidence once counsel has, as a matter of physical time, been able to review and find the material.

in the Constitution and cut out Jeff's Seventh Amendment right to a trial by jury. The attorneys know their claims are garbage. Although they all swore to uphold the constitution, now they don't want due process when it comes to investigating and testing their claims. Jeff has been prevented from hiring an investigator, Jeff has been prevented from hiring an expert, Jeff has been denied discovery and denied access to the underlying evidence that clearly relates to the ‘claims’. As time is allowed counsel to review the material carefully: over and over the claims are revealed to be false and fraudulent. The receiver and the attorneys yell at the Court that due process is not necessary, that rushed ‘summary proceedings’ are a good idea. But due process, in large and liberal quantities, is exactly what is necessary here.

² In addition to counsel's duties as appellate counsel (which were undertaken by the agreement of counsel), and counsel's duties as trial counsel (which was placed upon counsel by this Court, over objection, for which this Court has not paid for those services nor provided funding for expenses or support), counsel still has pre-existing duties to other clients. If counsel had no other work to perform, that would mean still that only approximately one work day was allowed to investigate, review all the material and search for relevant evidence, research, and respond to each of the ‘claims’. Since the receiver and trustee have flooded counsel with an avalanche of paperwork, both in the trial court and in the court of appeals, the available time to review each claim has amounted to a fractional part of a day, per claim. In such circumstance, it is simply not possible as a matter of available time to review much of the available material for each case.

C. RELIEF REQUESTED

Jeff Baron requests the Court to consider this evidence with respect to the Court's consideration of the receiver's motions.

Respectfully submitted,

/s/ Gary N. Schepps

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**COURT ORDERED TRIAL
COUNSEL FOR JEFF 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