

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

NETSPHERE, INC.,  
MANILA INDUSTRIES, INC., AND  
MUNISH KRISHAN

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PLAINTIFFS,

V.

CIVIL ACTION NO. 3:09-CV-0988-F

JEFFREY BARON AND  
ONDOVA LIMITED COMPANY,

DEFENDANTS.

**THE RECEIVER’S NOTICE OF INTENT TO SUBPOENA DOCUMENTS  
FROM AND TAKE ORAL DEPOSITION OF JENNIFER GRONWALDT**

TO: Plaintiffs Netshpere, Inc., Manila Industries, Inc., and Munish Krishan, by and through their attorney of record, John W. MacPete, Locke Lord Bissell & Liddell LLP, 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201;

Defendant Jeffrey Baron, by and through his attorney of record, Gary N. Schepps, 5400 LBJ Freeway, Suite 1200, Dallas, Texas 75240; and

Daniel J. Sherman, Chapter 11 Trustee for Defendant Ondova Limited Company, by and through his attorney of record, Raymond J. Urbanik, Munsch Hardt Kopf & Harr, P.C., 500 N. Akard Street, Suite 3800, Dallas, Texas 75201.

Pursuant to Rules 30(b) and 45(b)(1) of the Federal Rules of Civil Procedure, the Receiver by its attorneys, serves this Notice of Intent to Subpoena Documents from and Take Oral Deposition of Jennifer Gronwaldt. The Receiver’s counsel will serve on Ms. Gronwaldt a subpoena (the “Subpoena”) commanding her appearance to testify at a deposition. Said deposition will take place on August 15, 2011, at the offices of Gardere Wynne Sewell LLP, 1000 Louisiana Street, Suite 3400, Houston, Texas 77002, and will be transcribed and may be videotaped. The Subpoena will further command the production of documents by Ms. Gronwaldt as set forth in the attached Exhibit “A.” Said documents shall be produced on or

before August 10, 2011, at the offices of Gardere Wynne Sewell LLP, 1000 Louisiana Street, Suite 3400, Houston, Texas 77002.

Respectfully submitted,



Barry M. Golden  
Texas State Bar No. 24002149  
Peter L. Loh  
Texas Bar Card No. 24036982  
GARDERE WYNNE SEWELL LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201  
(214) 999-4667 (facsimile)  
(214) 999-3000 (telephone)  
[bgolden@gardere.com](mailto:bgolden@gardere.com)  
[ploh@gardere.com](mailto:ploh@gardere.com)

**ATTORNEYS FOR THE RECEIVER,  
PETER S. VOGEL**

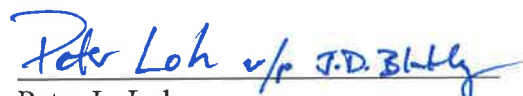
**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing has been served via e-mail, on July 27, 2011, on the following counsel of record:

John W. MacPete  
Locke Lord Bissell & Liddell LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201  
E-mail: [jmacpete@lockelord.com](mailto:jmacpete@lockelord.com)

Gary N. Schepps  
5400 LBJ Freeway, Suite 1200  
Dallas, Texas 75240  
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Raymond J. Urbanik  
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Dallas, Texas 75201  
E-mail: [rurbanik@munsch.com](mailto:rurbanik@munsch.com)



Peter L. Loh

DEFINITIONS AND INSTRUCTIONS

The following Definitions and Instructions shall apply to the Requests below:

1. The term “document” has the broadest meaning ascribed to it under the Federal Rules of Civil Procedure and includes, but is not limited to, any written, printed, typed, electronically recorded, handwritten or graphic matters, drafts, originals, copies, nonconforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, and to any other means of retention of information or otherwise recorded matter of whatever character, including, but without limitation to, all letters, correspondence, records of conferences or conversations, memoranda, telegrams, stenographic or handwritten notes, interoffice or interdepartmental communications (whether formal or informal), summaries, telephone logs and records, teletypes, bank checks, bank deposits and withdrawal slips, bank credit and debit memoranda, bank drafts, bank statements, telexes, private wire messages, communications, desk calendars, diaries, appointment books, agenda, meetings, recorded conversations, schedules, reports, studies, appraisals, analysis lists, surveys, budgets, financial statements, financial projections, financial calculations, contracts, agreements or proposed agreements, notice of wire transfer of funds or other notices, canceled checks, periodicals, charts, graphs, interviews, speeches, transcripts, depositions, press releases, brochures, books of account, affidavits, communications of government bodies, invoices, notice of minutes of meetings of board of directors, and audit committees, and financial committees, and executive committees, results in investigations, working reports, newspaper or magazine articles, releases, receipts, computer data, maps, tax returns, vouchers, microfilm, video tapes, photographs, phone records, tape recordings, wire recordings, diagrams, computer tapes, projections, microfiche, other data computations and paper similar to any of the foregoing, other writings of every kind and description (whether or not actually used), and other data computations from which information can be obtained.

2. “Correspondence” means any written communication between two or more persons by which any information or knowledge is transmitted or conveyed between two or more persons and shall include, without limitation, written communication by means such as letters, memoranda, telegrams, facsimiles, telexes, e-mails, or any other document.

3. “Relate” and “relating” mean reflecting, regarding, referring to, responding to, consisting in, connected with, commenting upon, explaining, discussing, concerning, supporting, explaining, describing, analyzing, constituting, pertaining to, evidencing, or showing, whether in whole or in part.

4. The terms “you” or “your” mean Jennifer Gronwaldt and any individual or entity acting on her behalf or at her direction, or any individual or entity on whose behalf she is acting including, but not limited to, Hellerman Baretz Communications.

5. “Baron” means Jeffrey Baron and all agents, employees, representatives, attorneys (including, but not limited to, Gary Schepps, Christopher Payne, and Dennis Olson), law firms (including, but not limited to, Olson Nicoud & Gueck LLP and the Law Offices of Christopher Payne, PLLC), affiliates, partners, and any individual or entity acting, or purporting to act, on his behalf or at his direction, including, but not limited to, Southpac Trust Limited,

Brian Mason, Narida Crocombe, Tine Faasili, Adrian Taylor, Lisa Katz, CDM Services, LLC, The Village Trust, Equity Trust Company IRA 19471, Daystar Trust, Belton Trust, Novo Point, Inc., Iguana Consulting, Inc., Quantec, Inc., Shiloh, LLC, Novquant, LLC, Manassas, LLC, Domain Jamboree, LLC, Novo Point, LLC, Quantec, LLC, Iguana Consulting, LLC, Diamond Key, LLC, Quasar Services, LLC, Javelina, LLC, HCB, LLC, Realty Investment Management, LLC, Blue Horizon Limited Liability Company, Simple Solutions, LLC, Asiatrust Limited, Stowe Protectors, Ltd., and Royal Gable 3129 Trust.

6. Unless otherwise indicated, the use of the name of any party, person, business organization, or non-profit entity shall include all agents, employees, trustees, shareholders, owners, officers, directors, joint venturers, representatives, general partners, limited partners, predecessors, successors, attorneys, affiliates, divisions, subsidiaries, parent corporations, and all other persons acting or purporting to act through, on behalf of, at the direction of, or under the control of the subject party, person, or business organization.

7. For purposes of interpreting or construing the scope of these Requests, all terms shall be given their most expansive and inclusive interpretation unless otherwise specifically limited by the language of an individual request. This includes, without limitation, the following:

- a. Construing “and” as well as “or” in the disjunctive or conjunctive as necessary to make the request more inclusive;
- b. Construing the singular form of the word to include the plural and the plural form to include the singular;
- c. Construing the masculine to include the feminine and vice versa; and
- d. Construing the term “including” as meaning including but not limited to.

8. Unless otherwise specific, the relevant time period for these Requests is November 24, 2010, to the present date.

**EXHIBIT A**

**REQUESTS FOR DOCUMENTS**

1. All communications and correspondence with and/or relating to Baron.
2. All contracts and agreements between you and Baron, including all engagement agreements.
3. All documents reflecting or demonstrating the identity of the person or entity that hired you to represent Baron.
4. All requests for payment, including invoices, issued by you to Baron.
5. All requests for payment, including invoices, issued by you to any person or entity for services you provided to Baron.
6. All documents reflecting any payments made to you by, or on behalf of, Baron.
7. All documents reflecting the source of any payments made to you by, or on behalf of Baron.
8. All communications and correspondence between you and any publication, including the Texas Lawyer, relating to Baron.
9. All communications and correspondence between you and any journalist, reporter, or other member of the press, including John Council and other individuals employed by the Texas Lawyer, relating to Baron.
10. All documents, correspondence, communications, and materials relating to:
  - a. <http://www.lawinjustice.com>;
  - b. <http://acquire.freezoka.net>; and
  - c. <http://www.abovetopsecret.com>.
11. All work papers, including, but not limited to, notes, presentations, letters, correspondence, records of conferences or conversations, memoranda, stenographic or handwritten notes, interoffice or interdepartmental communications (whether formal or informal), summaries, communications, agenda, meetings, recorded conversations, schedules, reports, appraisals, budgets, contracts, agreements or proposed agreements, press releases, working reports, releases, relating to Baron.