

From: GOLDEN, BARRY [mailto:bgolden@gardere.com]
Sent: Thursday, December 02, 2010 8:13 PM
To: 'jeffbaron1@gmail.com'
Cc: VOGEL, PETER; LOH, PETER
Subject: FW: Jeff Baron Receivership

Dear Mr. Baron,

As you know, I am counsel for the Receiver, Peter Vogel. The Receiver forwarded to me your e-mail below.

Judge Furgeson's Order Appointing Receiver ("Receiver Order") provides the Receiver with, among other things, the following powers and duties: (1) "exclusive control over, any and all 'Receivership Parties, which term shall include Jeffrey Baron," (2) "exclusive control over any and all 'Receivership Assets', which term shall include . . . accounts . . . and all cash" (the "Receiver Funds"), and (3) exclusive power "[t]o choose, engage, and employ attorneys . . . as . . . the Receiver deems necessary." The Receiver Order further provides that you "shall fully cooperate with and assist the . . . Receiver," and such assistance shall include "providing any information to the Receiver that the Receiver deems necessary."

Based on the powers and duties provided to the Receiver within the Receiver Order, the Receiver has retained me and others at my law firm to serve as counsel. Furthermore, based on the obligations imposed upon you under the Receiver Order, you—and that means you, personally, and not indirectly through any lawyer, agent, or any third party individual—shall cooperate and assist me and others at my law firm and provide us with information that we deem necessary to effectuate the Receiver Order.

The Receiver is furthermore instructing you as follows:

First, you are expressly prohibited from retaining any legal counsel. Should you retain any legal counsel, the Receiver may move the Court to find you in contempt of the Receiver Order.

Second, you are expressly prohibited from disbursing any Receiver Funds provided to you by the Receiver for anything other than the following daily-living expenses for yourself only: local transportation, meals, home utilities, medical care and medicine. Should you disburse any Receiver Funds provided to you by the Receiver (including, without limitation, the \$1,000 check enclosed in the letter I had delivered to you approximately two and a half hours ago) for anything other than the aforementioned daily-living expenses (including, without limitation, retaining an attorney), the Receiver may move the Court to find you in contempt of

the Receiver Order. To be clear, you shall not use any portion of the \$1,000 I sent you today to retain an attorney.

Should you have any questions, please do not hesitate to contact me.

Barry Golden
Counsel for the Receiver
214.999.4746

From: jeffbaron1@gmail.com [mailto:jeffbaron1@gmail.com]
Sent: Thursday, December 02, 2010 4:18 PM
To: VOGEL, PETER
Cc: LOH, PETER
Subject: RE: Jeff Baron Receivership

Dear Mr. Vogel,

Thank you for your email. I do want this account established, but now that I am without legal counsel, I am scared about what my rights and obligations are and how to communicate with you. I would like to renew my request for funds to hire counsel to advise on these issues and to communicate with you.

Thank you for your consideration.

Jeff