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8 Attorneys for Defendant FF MAGNAT LIMITED

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 LIBERTY MEDIA HOLDINGS, LLC, a
California Corporation,

12 Plaintiff

13 vs.

14 FF MAGNAT LIMITED d/b/a ORON.COM;
15 MAXIM BOCHENKO a/k/a ROMAN
ROMANOV; and JOHN DOES 1 – 500,

16 Defendants.

Case No. 2:12-cv-01057-GMN-NJK

**FF MAGNAT LIMITED’S REPLY TO
MARC RANDAZZA’S AND
RANDAZZA LAW GROUP’S
OBJECTION**

17 In yet another odd twist to an already odd situation, **non-parties** Marc Randazza
18 (“Attorney Randazza”) and his office, Randazza Law Group (“RLG”) (collectively, “Randazza”)
19 have filed what purports to be a “third party objection,” despite a complete lack of standing to
20 file *anything* in the present case without first moving for the Court’s permission to intervene.
21 Odder still is Randazza’s admission in his Opposition that, despite having *no claim whatsoever*
22

1 to at least \$273,500 worth of the funds which he is holding, he is nevertheless refusing to release
2 such funds, despite clear direction from the parties that he do so.¹

3 The dispute between Liberty Media Holdings, LLC and Randazza is just that – a dispute
4 between Liberty Media and Randazza. And yet, Randazza is using the existence of that dispute
5 to hold hostage monies for which he has no rightful claim (and makes no claim), seemingly to
6 gain some litigation advantage over his former client in their arbitration.²

7 To be clear, to the extent that Randazza wants to play litigation games with his former
8 client, FF Magnat, Ltd. d/b/a Oron.com (“Oron”) has no dog in that fight. And to the extent that
9 Liberty and Randazza have disputes concerning Randazza’s compensation and his alleged
10 wrongdoing, Oron is similarly disinterested. Oron is concerned with this dispute only because –
11 and only to the extent – that Randazza’s admittedly unjustified refusal to disburse the undisputed
12 funds has imperiled the settlements in two separate litigations.

13 Because Randazza’s opposition raises one issue concerning Oron, Oron takes the
14 opportunity here to respond. The Settlement Agreement enforced by this Court provides that, if
15 Attorney Randazza were to disburse funds prematurely, he could be personally liable to
16 Oron.com for a penalty of up to \$55,000. Although Oron believes it has been clear in its prior
17 correspondence with Randazza’s counsel and in its filings with this Court, it will again allay
18 Randazza’s only articulated concern (with respect to Oron) by stating that, if Randazza
19 immediately transfers to Liberty’s counsel the undisputed \$273,500, Oron will consider all of
20

21 ¹ In what reads like a hallucinatory fever dream, Randazza seems to claim that releasing even the undisputed portion
22 of the funds he holds in his client trust account will require that he report himself to the bar because he will have
released funds to which someone – namely himself – has made a claim. Putting aside the facial absurdity of this
position, it still offers no reason for why Randazza has refused to release the *undisputed* portion of the frozen funds.

23 ² Randazza’s further admission that he is holding certain portions of the disputed funds as “security” despite the
lack of a court order authorizing him to do so is surprising, to say the least. Nevertheless, because Oron’s interests
in the present dispute can be resolved without the release of the disputed portion of the funds, Oron leaves the issue
to Liberty to address as it sees fit.

1 Attorney Randazza's obligations to Oron under the Settlement Agreement to be fulfilled. Oron
2 would not consider such a release to be premature and Oron (the only party to the Settlement
3 Agreement with a right to do so), would not seek any penalty from Randazza. Oron will make a
4 similar representation to Randazza's counsel directly. To the extent that the undisputed funds
5 are *not* immediately released, however, Oron will reserve its right to seek appropriate damages
6 from Randazza.

7 **Conclusion**

8 Because Randazza has conceded that he has no legitimate basis (indeed, no basis at all) to
9 continue to hold \$273,500 of the funds held in his client trust accounts for the benefit of Liberty,
10 and because Liberty and Oron are in agreement that said amounts should be immediately
11 transferred to Liberty's counsel, and because the delay in such transfer threatens the continued
12 viability of settlements in this and another case, Randazza and RLG should be ordered to
13 immediately transfer two hundred seventy three thousand five hundred dollars (\$273,500) to
14 counsel for Liberty.

15
16 Dated: July 2, 2013

Respectfully submitted,

17 **BOSTON LAW GROUP, PC**

18
19 By: /s/ Matthew Shayefar
20 Matthew Shayefar
21 Attorneys for Defendant
22 FF MAGNAT LIMITED
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