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10 Attorneys for Plaintiff,  
11 Liberty Media Holdings, LLC

12 **IN THE UNITED STATES DISTRICT COURT**  
13 **DISTRICT OF NEVADA**

14 Liberty Media Holdings, LLC, a California )  
15 Corporation )  
16 Plaintiff, )  
17 vs. )  
18 FF Magnat Limited d/b/a Oron.com; Maxim )  
19 Bochenko a/k/a Roman Romanov; and John )  
20 Does 1-500, )  
21 Defendants. )

Case No.: 2:12-cv-01057

**FILED UNDER SEAL**

**MOTION TO ENFORCE SETTLEMENT AGREEMENT**

21 Plaintiff Liberty Media Holdings, LLC, (“Liberty”) hereby files this Motion to Enforce  
22 Settlement Agreement. This Motion is based on the papers and pleadings on file herein, the  
23 memorandum of points and authorities attached hereto, and the exhibits attached hereto.

24 **MEMORANDUM OF POINTS AND AUTHORITIES**

25 **I. INTRODUCTION**

26 This dispute arising from pervasive copyright infringement of Plaintiff’s works on websites  
27 owned and/or operated by Defendants. On July 1, 2012, attorneys for both Parties signed a letter  
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1 memorializing settlement terms in regards to this case. **Exhibit A.** At that point, the matter was  
2 resolved, and all Parties should have been willing to end the case.

3 On July 2, 2012, Plaintiff fulfilled its obligations under paragraph 14 of the letter of  
4 agreement, by sending a letter to Bob Rietjens, senior legal counsel at LeaseWeb, disclosing that  
5 settlement was imminent and requesting that LeaseWeb not terminate the account for  
6 [www.oron.com](http://www.oron.com) due to non-payment. **Exhibit B.** On July 3, 2012, the Parties filed a Joint  
7 Stipulation to Extend Hearing Date and Submission Deadlines in order to further performance of  
8 the settlement. (Doc. # 28) On July 3, S.T. Poon & Wong, Defendant FF Magnat Limited's  
9 counsel in the Hong Kong matter, delivered a letter to Plaintiff's Hong Kong counsel that states,  
10 "[w]e are instructed that our client had reached an amicable settlement." **Exhibit C.** All parties  
11 seem to have agreed that there was a settlement, and Liberty even began performance under the  
12 agreement.

13 Despite this settlement and Liberty's performance of terms of the settlement, Defendant FF  
14 Magnat Limited d/b/a Oron.com (hereinafter "Oron") now refuses to perform as agreed to and has  
15 asked its lawyers in Hong Kong to begin litigating the matter in the High Court of Hong Kong.  
16 Thus causing the unnecessary expenditure of fees. Liberty hereby requests that this Court order  
17 Oron to cease the Hong Kong litigation, which is needlessly costing both Parties attorney's fees, to  
18 disburse the \$550,000.00 to the Randazza Legal Group, to comply with all other terms of the July 1  
19 agreement, **Exhibit A**, and to pay Liberty's fees and costs incurred in the wasteful Hong Kong  
20 hearing as well as in bringing this issue to motion. The undersigned telephonically conferred with  
21 Mr. Lieberman (counsel for FF Magnat) regarding this motion. Lieberman's position was, "go for  
22 it" when informed that the motion would be filed. Drafts of this motion were also provided to Mr.  
23 Lieberman on Thursday, July 5, 2012 at 3:31 PM. The undersigned attempted to meet and confer  
24 with Mr. Lieberman regarding the instant motion and contemporaneously filed motions from 3:00  
25 PM on July 5, 2012 until 11:05 AM on July 6, 2012, but Mr. Lieberman refused to answer his  
26 phone. The staff manning the phone line at his office did not know why he was not answering.

## II. LEGAL ARGUMENT

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2           The Nevada Supreme Court has long held “because a settlement agreement is a contract, its  
3 construction and enforcement are governed by principles of contract law.” *May v. Anderson*, 121  
4 Nev. 668, 672, 119 P.3d 1254, 1257 (2004) (citing thirty-year old case law when announcing its  
5 holding) (*Keddie v. Beneficial Insurance, Inc.*, 94 Nev. 418, 421, 580 P.3d 955, 956 (1978). Those  
6 principles of interpretation state, “where a document is clear on its face, it “will be construed from  
7 the written language and enforced as written.” *Ellison v. California State Auto. Ass’n*, 106 Nev.  
8 601, 603, 797 P.2d 975, 977 (1990). The July 1 settlement is clear on its face and must be  
9 construed and enforced as written. **Exhibit A.** The agreement laid out in the letter is clearly a  
10 “mutual, objective manifestation of assent to material terms, as well as consideration, by the parties  
11 or by agents with authority to bind the parties.” *Goodkin v. Phillips, Harper & Harper, LLC*, 2012  
12 U.S. Dist. LEXIS 23550 (D Nev. 2012).

13           The Parties’ settlement agreement was further manifested in the Joint Stipulation to Extend  
14 Hearing Date and Submission Deadlines (Doc. # 28), and agreed to by the two parties’ respective  
15 agents: their attorneys. Furthermore, under paragraph 14 of the settlement agreement, Liberty was  
16 obliged to provide documentation to LeaseWeb, B.V., and Liberty performed this task pursuant to  
17 the agreement. **Exhibit B.**

18           Defendant FF Magnat Limited d/b/a Oron.com is obliged to disburse \$550,000 to the  
19 Randazza Legal Group trust account for the benefit of the Plaintiff, pursuant to their legally binding  
20 contract. Defendant has refused to abide the settlement and has asked its attorneys in Hong Kong to  
21 engage in further litigation. Consequently, they are in breach. Plaintiff’s only remedy is to move  
22 this Court to enforce the contract of settlement by seeking a default judgment against FF Magnat  
23 Limited, and, subsequently, a writ of execution reflecting amount of the settlement. Plaintiff will  
24 concurrently submit with this Motion a Judgment for the Clerk to enter and, following that, a Writ  
25 reflecting the Judgment amount.

26           Additionally, the time spent completing this motion should be included in the Court’s Order  
27 on the contemporaneously filed Motion for Attorney’s Fees.

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**III. CONCLUSION**

For the foregoing reasons, Plaintiff requests the Court enter an Order enforcing the settlement reached by the parties in the July 1 letter attached as Exhibit A. Plaintiff will subsequently submit an Order and Writ by which Liberty may collect upon the Judgment.

Dated: July 6, 2012

Respectfully Submitted,

s/Marc J. Randazza

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