

1 Marc J. Randazza, NV Bar # 12265
2 Ronald D. Green, NV Bar # 7360
3 J. Malcolm DeVoy, NV Bar #11950
4 Randazza Legal Group
5 6525 W. Warm Springs Rd., Ste. 100
6 Las Vegas, NV 89118
7 888-667-1113
8 305-437-7662 (fax)
9 rlgall@randazza.com

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

**REPLY TO DEFENDANT FF MAGNAT’S
OPPOSITION TO PLAINTIFF’S
EMERGENCY MOTION TO EXTEND THE
HEARING SCHEDULE, OR IN THE
ALTERNATIVE, FOR AN EXPEDITED
HEARING ON THE PENDING MOTION
TO ENFORCE SETTLEMENT [ECF 79]**

21 Plaintiff Liberty Media Holdings, LLC wishes to correct the record on several arguments
22 the Defendant FF Mangat Limited has raised in is Opposition. ECF 79.

23 Defendant claims that the injunctive relief being exercised has “required Oron to entirely
24 shut down its business.” Id. at 1. This statement is contrary to the statements they are making to
25 online media and to their users. Exhibits 1-2. Oron tells the Court it has been “required” to shut
26 down while telling its customers they are “in the process of moving Oron.com to another hosting
27 provider.” Defendant complains that their business in on the verge of death to the Court while
28 sending messages to their users that all will be well. Exhibit 2. Defendants even go so far as to

1 contact individuals online about message board threads where users are discussing the message
2 sent by Oron. Exhibit 3.

3 Defendant further claims that the temporary restraining order “threatens to destroy Oron”
4 because of its “inability to pay its vendors.” Id. at 1. They further claim that “the longer the site is
5 inoperable, the greater the chances are that Oron may never recover.” Id. Defendant requested
6 funds in this action and received \$100,000 from the Court. ECF 15; ECF 19. After the Court
7 allowed this disbursement, Oron sought money from the Court again and was denied. ECF 20;
8 ECF 27. In the Court’s denial, it stated, “any future requests must be accompanied by a full
9 account of Defendants accounts and presented with appropriate documentation.” ECF 27. Oron’s
10 inability to pay its vendors and any other financial issues Defendant has had are because of
11 Defendant’s failure to make appropriate requests for appropriate business expenses, and because
12 the Defendant declines to disclose its accounts and vendor relationships with the Court. These
13 accounts, vendor relationships, or other information could reveal evidence that Oron has
14 contractual relationships with American companies, evidence that Oron has bank accounts that
15 Plaintiff has not yet located and, thusly, not provided with the Court’s Order regarding the assest
16 freezing, and/or other evidence that could be relevant to these proceedings.

17 Defendant goes on to claim that the amount disbursed by this Court has been insufficient to
18 cover legal fees and blames this situation on the Plaintiff. ECF 79 at 2. Oron fails to inform the
19 Court that it was granted a disbursement of 269,000 Hong Kong Dollars by the Hong Kong court
20 on July 6, 2012. Exhibit 4 at 10:O-P. The Hong Kong court agreed with the Plaintiff and this
21 Court in that Oron’s transactional activities suggested dissipation of funds. Id at 1:T-2:C. In fact,
22 the court noted that Oron’s Honk Kong bank account seems to be simply a place where funds flow
23 in from the United States, and then are used to buy gold, which presumably is spirited away to be
24 hidden from judgment holders. The Hong Kong court further stated that the letter from Leaseweb
25 (ECF 25-1) did not represent a reasonable business expense based on the information provided and
26 informed Oron that it needed to show the judge “why it should have to pay an obligation.” Id. at
27 10:I-J. The Hong Kong court was not misled that Mr. “G. Maksim” was the same as “FF Magnat.”
28 The fact that Oron would rather allow its business to collapse than disclose information to either

1 this Court or the court in Hong Kong is troubling, indeed, but Plaintiff suggest a strategic maneuver
2 rather than an involuntary shutdown. What is more troubling is that Oron would prefer to blame its
3 position on the Plaintiff when both courts were clearly amenable to providing Defendant with more
4 funds, should it provide a reasonable accounting of what funds it possessed and what business
5 expenses it was required to pay.

6 Defendant's opposition bemoans what it alludes to as a forcible shut down caused by the
7 Plaintiff's litigation against it ("required Oron to entirely shut down," "threatens to destroy Oron,"
8 "website is now down due to inability to pay," "website has been shut down," ECF 79), but fails to
9 mention that it is telling its users that it will be back online following a hosting provider transfer
10 and fails to accept that the ability to request additional disbursements existed in two different courts
11 on two different continents. These requests simply required a level of disclosure that Defendant,
12 for whatever reason, deemed was not worth complying with.

13 Furthermore, Defendant fails to note that if it had simply performed under the settlement
14 agreement that Parties signed, it would have access to its accounts and its operations would not be
15 in this state. ECF 44-2. Rather than live up to its side of the agreement, Oron has chosen to
16 continue down the litigation path and complains now that it has ended up in a dystopian
17 wonderland of its own making.

18 In fact, Defendant has opposed any potentially cost-saving methods Plaintiff has proposed,
19 including the relief requested by Plaintiff in its original Motion. If the Parties could simply have a
20 brief motion hearing regarding the Motion to Enforce Settlement (ECF 33), they could potentially
21 save the costs of preparing for the hearing on injunctive relief, provided the Court would find it fit
22 to rule on the Motion to Enforce Settlement prior to the hearing. The disparity of the length of the
23 papers on the two motions alone should make clear the difference in hours necessary to prepare for
24 the different hearings.

25 Accordingly, Plaintiff requests that the Court grant Plaintiff's Motion and either extend the
26 date of the August 9, 2012 hearing, rule on the Motion to Enforce Settlement prior to the August 9
27 hearing, or hold a brief hearing (even telephonically) to allow Parties to answer whatever inquires
28 the Court may have with regards to the Motion to Enforce Settlement.

1 Dated: August 3, 2012

2

3

Respectfully Submitted,

4

s/Marc J. Randazza

5

Marc J. Randazza, Esq., NV Bar # 12265

6

Ronald D. Green, NV Bar # 7360

7

J. Malcolm DeVoy, NV Bar #11950

8

Randazza Legal Group

9

6525 W. Warm Springs Rd., Ste. 100

10

Las Vegas, NV 89118

11

888-667-1113

12

305-437-7662 (fax)

13

rlgall@randazza.com

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that the foregoing document was filed using this Court's CM/ECF system on August 3, 2012.

Dated: August 3, 2012

Respectfully Submitted,

s/Marc J. Randazza

Marc J. Randazza, Esq., NV Bar # 12265
Ronald D. Green, NV Bar # 7360
J. Malcolm DeVoy, NV Bar #11950
Randazza Legal Group
6525 W. Warm Springs Rd., Ste. 100
Las Vegas, NV 89118
888-667-1113
305-437-7662 (fax)
rlgall@randazza.com