

# **EXHIBIT A**

**GREENBERG & LIEBERMAN LLC**

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July 1, 2012

Randazza Legal Group  
Marc Randazza  
6525 W. Warm Springs Rd.  
Suite 100  
Las Vegas, NV 89118

By Email: [mjr@randazza.com](mailto:mjr@randazza.com)

Re: Liberty Media v. FF Magnat  
Potential Settlement  
Our Matter #: 5001-3

Dear Marc,

This letter is to memorialize what I believe is the settlement terms we are currently at for Liberty Media Holdings (LMH)

I. MONETARY TERMS (ALL AMOUNTS IN US DOLLARS)

1 Oron pays Liberty Media \$550,000.

2 This will be paid as follows: The parties will stipulate that \$550,000 of the frozen funds will be transferred immediately to Randazza trust account, but will not be disbursed until settlement is final, and if Randazza transfer them before settlement is final and Randazza shall be personally liable for the funds plus a 10% penalty.

II. NON MONETARY TERMS FOR LMH:

3 Oron will take both strong and bold measures to keep Liberty Media content off of its servers.

4 Oron will assist Liberty in identification and civil prosecution of any parties who have been using Oron to distribute Liberty's copyrighted material, including but not be limited to, full disclosure of IP addresses, banking information, emails and any other information that may assist in Liberty in such prosecution. This will not include Oron paying any legal costs for such prosecution however; it may require Oron to sign statements authenticating the information.

5 Liberty will have unfettered access to takedown / delete any of Liberty's material that are being distributed through Oron.com, through Oron.com's online access so long as Liberty reasonably believes the content is infringing content owned by LMH. LMH may delegate this to PSH or other third-party takedown services. Liberty acknowledges that any such takedowns will automatically include an email notice to the

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account holder's email telling them that the material has been taken down through the auspices of a DMCA filed by Liberty and providing Liberty's contact information.

6 Any payment due to anyone who has been distributing Liberty materials will be frozen, and an accounting thereof will be provided to Liberty.

7 Oron will permanently ban, by email address, PayPal account, IP address or any other reasonable and robust metric, any user who is the subject of even a single Liberty Media takedown notice. Any user account that has a takedown by Liberty will automatically be banned by these terms. Liberty agrees not to abuse this unfettered access.

IV. IN EXCHANGE

8. Once payment is received by both parties, both proceedings in NV and HK will be dismissed with prejudice, and in the event that Oron breaks any part of the deal the claims may be reinstated via arbitration after a 30 day "notice and cure" period.

9 Liberty will agree to privately arbitrate any future disputes with Oron based on facts that occur after the date of the agreement. If there is arbitration, no in-person hearings for the parties shall be required. Arbitrator shall be stipulated to have injunctive powers equivalent with that of a Federal Judge. Arbitrator shall have the power to grant equitable relief. Any party may attend arbitration telephonically if they wish, and/or arbitration is not required to take place in the United States. For example, WIPO or ICC in Stockholm, or others that the parties shall mutually agree to.

10 Liberty will agree to dissuade others from bringing suit against Oron.

11. Randazza and Liberty will actively assist Oron in sending letters and doing everything else necessary to convince Paypal and the other payment processors to allow Oron to accept payments through their service. No dishonest statements will be required.

12. Liberty agree to announce publically that after a careful review of the facts they believe Oron is protected by the DMCA safe harbor and that a review of the actual files shows that there never was any child porn on Oron's site.

13. The parties will craft a joint letter for publications stating that the parties are joining together in the fight against child porn and copyright infringement.

14. Liberty will immediately, once the terms of this agreement are agreed to issue a letter asking that the HK bank accounts be unfrozen allowing the payment to Leaseweb as well as send a letter to Leaseweb asking them to allow Oron ten (10) days to pay as the settlement of the matter is imminent.

*TO The Randazza Trust  
and then to*

V. GENERAL TERMS

15 All parties mutually release

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16 Terms are confidential, except for some non-monetary terms, such as Oron implementing new anti-piracy measures (to Oron's benefit in order to dissuade other suits).

17 Arbitration of all disputes arising after date of this letter. All arbitrations shall be done telephonically only. Nevada Law applies to future arbitration disputes, but both parties stipulate that this is not a "contact" with the United States.


18 Although Nevada law applies to the agreement, nothing herein shall be deemed to bring Oron into the US for purposes of Jurisdiction or otherwise.

19 If you agree to these terms for your client please sign on the line below and return.

Sincerely,



Stevan Lieberman

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Marc Randazza for Liberty Media Holdings