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Subject: Re: A strange development

From: "Marc John Randazza" <mjr@randazza.com>

Date: Tue, Jan 11, 2011 8:08 pm

To: Val Gurvits <vgurvits@bostonlawgroup.com>

Cc: "evan@fray-witzer.com" <evan@fray-witzer.com>

The number was transmitted on the condition that it was done before a certain date. That date passed.

Also, while at the Adult Entertainment Expo, I heard a rumor that TNAflix is installing Vobile.

- 1) You confirm the rumor,
- 2) TNA pays \$50K,
- 3) TNA agrees that we get the IPs for each infringement we DMCA,
- 4) Any work product produced for corbin fisher in this litigation remains confidential, and will not be shared with other companies.

Keeping me completely out of the TNA game is a little more complicated.

If your client wants to keep me personally out of the TNA game, then I think that there needs to be a little gravy for me. And it has to be more than the \$5K you were talking about before. I'm looking at the cost of at least a new Carrera in retainer deposits after circulating around the adult entertainment expo this week. I'm gonna want at least used BMW money.

In order to conflict me out of future matters, I suggest this:

Your firm retains me as "of counsel" to you. I'd get \$5K per month (for six months) paid to me, from you (TNA will reimburse you, I presume). I will render advice on TNA and TNA only, and I'll be chinese walled from your other clients so that other conflicts are not created.

If TNA is sold, and we're the brokers, the payments stop.

Also, I get a conflict waiver so that I can represent the buyer in the sale, and I'm not conflicted out of it.

That way, I'm adequately compensated for my loss of major potential work, and I'm conflicted out of acting adversely to TNA.

On Jan 11, 2011, at 7:29 PM, Val Gurvits wrote:

> I don't want to muddy the waters with the possible sale. If the case can be settled, we should settle it without reference to the sale.

>

> Marc, we are not going above \$50K. If that number was ok before xmass and is not ok now, so be it. I am not going to play that game. In fact, the more time a bill to TNA on this, the less will be left for Liberty. I am sure we can agree to share IP addresses of Liberty infringers (I need to confirm with TNA, but I like your idea - it makes sense). And finally we need to make sure you don't assist anyone else against TNA.

>

> Val Gurvits

> Boston Law Group, LLP

> 825 Beacon Street, Suite 20

> Newton Centre, MA 02459

> (617) 928-1804 direct

> (617) 928-1800 main

> (617) 928-1802 fax

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> Boston Law Group, LLP

>

**DEFENDANT'S
EXHIBIT
356**

> tel: 617/928-1800

> e-mail: info@bostonlawgroup.com

>

> -----Original Message-----

> From: Marc John Randazza [mailto:mjr@randazza.com]

> Sent: Tuesday, January 11, 2011 10:23 PM

> To: Val Gurvits

> Cc: evan@fray-witzer.com

> Subject: Re: A strange development

>

> Of course it is! And I presume that your client doesn't mind paying out 15% to us to put the deal together.

>

> And, to make the deal go smoothly - we are going to need to kill off the case. If we put together a \$2mil to \$5 mil deal, or even a \$1 mil deal, the money we are talking is on the toilet seat, and we shouldn't let that queer the deal. And, the non-monetary conditions would be the buyer's problem.

>

> How about we agree to this:

>

> TNA puts \$100k in your trust account for settlement. If a sale goes through, Corbin Fisher gets it all. If the sale does not go through, CF gets \$65K.

>

>

> On Jan 11, 2011, at 7:13 PM, Val Gurvits wrote:

>

>> ok. I will ask TNA. I am sure they will want to start high (doesn't everyone?)

>>

>> Will let you know. 7.5% of anything in that ballpark is just fine with me.

>>

>> Val Gurvits

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>>

>> -----Original Message-----

>> From: mjr@randazza.com [mailto:mjr@randazza.com]

>> Sent: Tuesday, January 11, 2011 10:12 PM

>> To: Val Gurvits

>> Cc: evan@fray-witzer.com

>> Subject: Re: A strange development

>>

>> I can ask, if that's a real number. If I ask the seller and tna comes back saying 6 mil, the buyer will tell me to screw off.

>> Sent via BlackBerry by AT&T

>>

>> -----Original Message-----

>> From: Val Gurvits <vgurvits@bostonlawgroup.com>

>> Date: Tue, 11 Jan 2011 22:10:24

>> To: mjr@randazza.com<mjr@randazza.com>

>> Cc: evan@fray-witzer.com<evan@fray-witzer.com>

>> Subject: RE: A strange development

>>

>> I will ask, but without having some indication of what the buyer is thinking I suspect the asking price will be a gazillion dollars.

You mentioned mid 7 digits. Do you think the buyer will pay \$5MM?

>>

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>> tel: 617/928-1800

>> e-mail: info@bostonlawgroup.com

>>

>> -----Original Message-----

>> From: mjr@randazza.com [mailto:mjr@randazza.com]

>> Sent: Tuesday, January 11, 2011 10:08 PM

>> To: Val Gurvits

>> Subject: Re: A strange development

>>

>> Name price. Lawyers split a 15 percent broker fee. Ill call potential buyer.

>> Sent via BlackBerry by AT&T

>>

>> -----Original Message-----

>> From: Val Gurvits <vgurvits@bostonlawgroup.com>

>> Date: Tue, 11 Jan 2011 22:06:12

>> To: Marc John Randazza <mjr@randazza.com>

>> Subject: RE: A strange development

>>

>> By the way, there seems to be a lot of interest on my client's side to sell. How do we explore this possibility?

>>

>> Val Gurvits

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>> Boston Law Group, LLP

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>> tel: 617/928-1800

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>> -----Original Message-----

>> From: Marc John Randazza [mailto:mjr@randazza.com]

>> Sent: Thursday, December 30, 2010 12:56 PM

>> To: Val Gurvits

>> Subject: Re: A strange development

>>

>> Bizarre to say the least. Happy new year to you too!

>>

>> Here's how I think we could do it -- and I think that I have more ethical pitfalls than you. I'd have to reveal to Liberty that this

was going on, and I think that a settlement with CF would have to be part of the deal. But, I think that we could do it so that the settlement would be paid only after the sale - so that there was no suspicion on youngtek's part that this was any sleight of hand on my part to just get Liberty a settlement.

>>

>>

>>

>>

>> On Dec 30, 2010, at 9:49 AM, Val Gurvits wrote:

>>

>>> That is an interesting development. I will email my client.

>>>

>>> Happy New Year to you and yours.

>>>

>>> Val Gurvits

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>>> tel: 617/928-1800

>>> e-mail: info@bostonlawgroup.com

>>>

>>> -----Original Message-----

>>> From: Marc John Randazza [mailto:mjr@randazza.com]

>>> Sent: Thursday, December 30, 2010 11:36 AM

>>> To: Val Gurvits

>>> Subject: A strange development

>>>

>>> Val,

>>>

>>> I have a strange development in the TNA matter. It is actually tangential to it. Another client of mine asked me if I knew anyone at TNA, because they want to purchase the site. I think they are talking about mid seven figures.

>>>

>>> This puts me in a weird position, I think. But, I believe that if TNA is interested in such discussions, that I can orchestrate an ethical way for us to manage that. May as well ask them if they would have any interest. If so, you and I can figure out how to ethically work on such a transaction. I'd imagine that you personally could earn a shitload more money for a broker fee than you'd earn litigating this case (and me as well).

>>>

>>>

>>

>

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Subject: Re: RLG Engagement Letter
From: "Marc John Randazza" <mjr@randazza.com>
Date: Fri, Feb 11, 2011 3:28 pm
To: Val Gurvits <vgurvits@bostonlawgroup.com>

please prevail upon them that time is of the essence.

On Feb 11, 2011, at 3:15 PM, Val Gurvits wrote:

I forwarded it to my client. Will let you know what they say.

Val Gurvits
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Boston Law Group, PC
tel: 617/928-1800
e-mail: info@bostonlawgroup.com

From: Marc John Randazza [mailto:mjr@randazza.com]
Sent: Friday, February 11, 2011 2:25 PM
To: Val Gurvits
Subject: RLG Engagement Letter

Val,

Can you get this executed?

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Subject: Re: TNA

From: "Marc John Randazza" <mjr@randazza.com>

Date: Sun, Feb 13, 2011 12:44 pm

To: Val Gurvits <vgurvits@bostonlawgroup.com>

ugh... this thing is going to fall apart.

On Feb 13, 2011, at 12:34 PM, Val Gurvits wrote:

> They are not getting back to me.

>

> Val

>

> Sent from my BlackBerry.

>

> ----- Original Message -----

> From: Marc John Randazza <mjr@randazza.com>

> To: Val Gurvits

> Sent: Sun Feb 13 15:14:24 2011

> Subject: TNA

>

> Val,

>

> They need to make a move. There are other things moving around and shifting right now, and by tomorrow, this may all be moot.

>

>

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Subject: TNA

From: "Marc John Randazza" <randazza@me.com>

Date: Mon, Feb 14, 2011 9:07 pm

To: Val Gurvits <vgurvits@bostonlawgroup.com>

Val,

Tell them this: That Liberty settled this thing super cheap, and that I honestly think this was a \$750K case if we went all the way. But, we do what our clients tell us to.

The next company lining up has a big litigation plan, and I can assure you, they won't settle cheap.

I am close friends with them – but did not encourage them to get in this thing. They sent me a draft complaint today, and they have only held off on filing it because I begged them to wait.

If TNA can't shit or get off the pot, I can't hold these guys back any longer.

I'm not holding them back out of christian charity. I'm holding them back, because I can probably broker a deal where they get a little something out of the sale, and save the sale.

But, if we don't have our broker agreement in place, I can't blow my wad holding this suit back. And this suit will make them worth about 10% of what they are worth now.

I realize they are probably not the best communicators – I have similar clients. But, if you've got a way to shake them up, please do so... you and me stand to lose a fat commission.

Marc John Randazza

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