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EXCELSIOR MEDIA CORP., and  
LIBERTY MEDIA HOLDINGS, LLC

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

MARC JOHN RANDAZZA

Case No.: BK-S-15-14956-abl

Chapter 11

Date: November 25, 2015

Time: 1:30 p.m.

Courtroom 1

**DECLARATION OF WENDY M. KRINCEK, ESQ., IN SUPPORT OF CREDITORS  
E/L'S MOTION TO MODIFY THE AUTOMATIC STAY**

I, WENDY M. KRINCEK, declare and state as follows under 28 U.S.C. § 1746:

1. I am an attorney duly licensed to practice law before this Court. I am a Shareholder at the law firm of Littler Mendelson, P.C., counsel of record for Creditors Excelsior Media, Corp.,

1 and Liberty Media Holdings, LLC (“E/L” or “Creditors”) in the currently pending JAMS arbitration  
2 proceeding *Randazza v. Excelsior Media Corporation*, JAMS case no 1260002283 (the  
3 “Arbitration”). I have personal knowledge of the matters stated herein, and if called as a witness,  
4 could and would competently testify thereto.

5 2. On December 19, 2012, Debtor Marc J. Randazza (“Randazza” or “Debtor”)  
6 initiated an arbitration action under the auspices of Judicial Arbitration and Mediation Services,  
7 Inc., (“JAMS”) against E/L for employment-related claims. E/L filed counterclaims in the  
8 Arbitration against Debtor alleging numerous serious violations of professional conduct, all of  
9 which were material breaches of the employment agreement (the “Agreement”) between the parties.  
10 All of the claims at issue in the Arbitration were state law claims.

11 3. The parties agreed to the appointment of the Hon. Stephen E. Haberfeld (Ret.) as the  
12 arbitrator for the matter (the “Arbitrator”).

13 4. After two years of discovery and pre-hearing litigation, the Arbitration hearing was  
14 held over five days, February 9-13, 2015.

15 5. At the hearing, the parties introduced into evidence the testimony of twelve live  
16 witnesses (four of which were expert witnesses), deposition and declaration testimony of a number  
17 of additional witnesses, as well as hundreds of writings, audiotapes, and videotapes.

18 6. On June 3, 2015, the Arbitrator issued his Interim Arbitration Award (the “IAA”).  
19 The IAA found in favor of E/L on all of the claims and counterclaims, and awarded E/L damages  
20 against debtor in a sum exceeding \$568,715, and an accounting. In addition, the ruling states that  
21 Arbitrator will award spoliation damages, return of company equipment, interest, costs and  
22 attorneys’ fees all to be determined at a subsequent hearing – in total, the award approaches \$1  
23 million dollars and is anticipated to significantly bypass that amount once the final award regarding  
24 attorneys’ fees and costs is rendered. The Arbitrator also found that Randazza’s claims had no  
25 merit. The IAA is a self-identified final award except for the determination of spoliation damages,  
26 and accounting, fees and costs. A true and correct copy of the IAA is attached hereto as Exhibit 1.

8. Immediately after the IAA was issued, by and through his counsel, Randazza initiated settlement negotiations with E/L. Randazza threatened to file bankruptcy if E/L did not accept a small fraction of the award in settlement.

10. The Arbitration is substantially complete. Substantially all that remains to conclude is for the Arbitrator to issue a final arbitration award inclusive of all damages, attorneys' fees, and costs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 28<sup>th</sup> day of October, 2015, at Las Vegas, Nevada.

Wendy M. Krincek