

For Settlement Purposes Only – Fed. R. Evid. 408

October 30, 2019

*via email and United States mail to [JEG@manningllp.com](mailto:JEG@manningllp.com)*

James E. Gibbons  
Manning & Kass  
Ellrod, Ramirez, Tester LLP  
801 Figueroa Street  
15th Floor  
Los Angeles, CA 90017

Re: Billy Mitchell

Dear Mr. Gibbons:

I have shared your letter of October 10, 2019 and the accompanying documents with our client, Guinness World Records ("GWR"). Although you go to some lengths to argue that GWR acted with malice with respect to your client's claimed records, Mr. Day's written "testimony" is to the contrary. As you are no doubt aware, he asserts the belief that GWR was misled. Mr. Mitchell's baseless assertion that he has been defamed by GWR is entirely inconsistent with the facts as described by Mr. Day.

Nonetheless, in order to put this matter to rest, GWR is willing to reinstate the four records claimed by Mr. Mitchell that it had previously recognized, and announce the reinstatement in wording of its own choosing on its website at [www.guinnessworldrecords.com](http://www.guinnessworldrecords.com). For the avoidance of doubt, these records are:

- First Perfect Score on PAC-Man
- Highest Score on PAC-Man
- Highest Score on Donkey Kong 16 July 2007
- Highest Score on Donkey Kong 01 August 2010

Reinstatement of the above records is on the strict condition that the existence and terms of this proposal remain confidential until such time as GWR issues the announcement about the restoration of the records. In other words, neither your client nor anyone acting on his behalf may release any statement in any medium in advance of GWR's announcement on its website.

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GOLDBERG KOHN LTD.

While GWR is willing to restore the previously recognized records, your overreaching demand that it recognize additional records under threat of Mr. Mitchell's meritless defamation claim is unequivocally rejected. Mr. Mitchell is free to follow GWR's normal process and apply for recognition of additional records by submitting completed applications and supporting evidence for each of his claimed achievements.

Your written confirmation of your client's acceptance of these terms is required no later than November 13, 2019. Upon your client's acceptance of the above, we will prepare a written agreement formalizing these terms and confirming that your client releases GWR from any and all claims he purports to have against it.

If I do not receive your confirmation by that date, this offer will be revoked. If we are unable to achieve a consensual resolution, GWR will vigorously defend against your client's baseless defamation claim in court. GWR hereby expressly reserves all of its legal and equitable defenses and remedies in connection with your client's claims and actions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marsha K. Hoover', written in a cursive style.

Marsha K. Hoover

copy via email: Raymond Marshall