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David W. Slayton,  
Executive Officer/Clerk of Court,  
By V. Sino-Cruz, Deputy Clerk

7 Attorneys for Plaintiff, WILLIAM JAMES MITCHELL

8                                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9                                   **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 WILLIAM JAMES MITCHELL,  
12                                   Plaintiff,  
13                                   v.  
14 TWIN GALAXIES, LLC,  
15                                   Defendants.

**Case No. 19STCV12592**  
[Hon. Hon. Wendy Chang, Department 36]

**NOTICE OF MOTION AND MOTION  
FOR AN ORDER HOLDING  
DEFENDANT AND DEFENDANT’S  
COUNSEL IN CONTEMPT; REQUEST  
FOR MONETARY SANCTIONS IN THE  
AMOUNT OF \$7,560.00; MEMORANDUM  
OF POINTS AND AUTHORITIES;  
DECLARATION OF KRISTINA ROSS**

*Filed concurrently with [PROPOSED]  
ORDER*

Date:     September 28, 2023  
Time:     8:30 a.m.  
Dept.:    36

Reservation No.: Reserved by Court

*Trial Date:                   11/17/2023*

24 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

25                   **PLEASE TAKE NOTICE** that on September 28, 2023, at 8:30 a.m., or as soon thereafter  
26 as counsel may be heard, in Department 36 of the above-captioned Court, located at Plaintiff  
27 WILLIAM JAMES MITCHELL (“Plaintiff”) will and hereby does move this Court for an Order to  
28 hold Defendant TWIN GALAXIES, LLC’s (“Defendant”) and Defendant’s counsel in contempt,

1 and for a show cause Order, for Defendant’s and Defendants counsel’s failure to comply with the  
2 Protective Order, California *Code of Civil Procedure* §2025.570, and California Government Code  
3 §69954(d).


4 **PLEASE TAKE FURTHER NOTICE** that Plaintiff will and hereby does move for an  
5 Order that monetary sanctions be imposed against Defendant and Defendant’s counsel of record,  
6 David Tashroudian, Esq. of TASH LAW GROUP, in the amount of \$7,560.00 as detailed in the  
7 Declaration of Kristina Ross, as reasonable costs and expenses, including attorney’s fees, incurred  
8 in preparation of this Motion.

9 This Motion is made upon the grounds that Defendant and Defendant’s counsel are in civil  
10 contempt for breaching and violating the protective order in this matter and for failing to comply  
11 with California *Code of Civil Procedure* §2025.570 and California Government Code §69954(d) by  
12 disseminating Plaintiff’s deposition transcript and video recording, and numerous third party  
13 witnesses’ deposition transcripts to third parties.

14 This Motion is based on this Notice of Motion, the attached Memorandum of Points and  
15 Authorities, the Declaration of Kristina Ross filed concurrently herewith, all of the pleadings, files,  
16 and records in this proceeding, all other matters of which the Court may take judicial notice, and  
17 any argument or evidence that may be presented to or considered by the Court prior to its ruling.

18  
19 DATED: September 5, 2023

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

20  
21  
22 By:   
23 Anthony J. Ellrod  
24 Kristina Ross  
25 Attorneys for Plaintiff  
26 WILLIAM JAMES MITCHELL  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

On October 26, 2022, the Court entered the Parties stipulated protective order due to Defendant and Defendant’s counsel leaking pleadings, discovery, and other portions of this litigation to third parties to disseminate on the internet for the purpose of damaging Plaintiff’s reputation and skewing public favor against Plaintiff. Ross Decl. ¶ 3, Ex. A. The protective order states that for deposition testimony, the designating party may identify on the record all “Confidential” or “Highly Confidential” testimony by specifying as such, or designate the entirety of the testimony as “Confidential” or “Highly Confidential.” Id., Ex. A at p.3. The protective order further states that if a party objects to the designation, the counsel shall advise the designating party in writing with the specific reasons for objecting. .” Id., Ex. A at p.4-5.

Plaintiff’s deposition was taken on January 9, 2023, stenographically and via video recording by U.S. Legal. During the deposition, Plaintiff’s attorney Anthony J. Ellrod marked portions of the deposition as “Confidential.” After the deposition, Defendant did not object to the designation as required by the protective order. Ross Decl. ¶ 4.

Defendant, by and through its counsel of record David Tashroudian, Esq., violated the protective order by disseminating a full and complete copy of Plaintiff’s deposition transcript and video recording. On July 14, 2023, Defendant’s counsel admitted that he provided a copy of Plaintiff’s deposition to Paris Galea, an attorney that represents Karl Jobst in a wholly separate lawsuit in Australia. Ross Decl. ¶ 5, Ex. B. When Plaintiff’s counsel confronted Defendant’s counsel with the fact that this dissemination violated the protective order, as well as California Government Code §69954(d), Defendant’s counsel claimed to not recall the deposition being marked confidential and that he would purchase the transcript twice if required due to the California Government Code violation. Id.

Further, on information and belief Defendant and/or Defendant’s counsel have additionally disseminated at least five third party witnesses’ deposition transcripts to third parties. Ross Decl. ¶ 6 , Ex. C. These third party depositions include Josh Ryan, Valerie Saunders, Jerry Byrum, Brian Cady, and John Grunwald. Id.

1 Plaintiff and Plaintiff’s counsel were alerted to the dissemination of further transcripts by  
2 Karl Jobst posting three YouTube videos containing portions of Plaintiff’s deposition video  
3 recording and portions of the aforementioned third party witnesses’ deposition transcripts after the  
4 filing of the Informal Discovery Conference Statement concerning this issue. Id, Ex. C.

5 Further, multiple postings of the entirety of Plaintiff’s deposition video recording were  
6 posted online, including by another YouTuber, Ersatz\_Cats, whom Defendant has previously  
7 provided documents from this litigation to. Id, Ex. C. However, in responses to discovery on the  
8 issue of dissemination, Defendant claims to have only given litigation materials to the owner of  
9 perfectpacman.com, Ersatz\_Cats, and further produced a privilege log regarding production of  
10 communications with Ersatz\_Cats. Id.

11 Not only did Defendant and Defendant’s counsel violate the protective order and California  
12 Government Code §69954(d) by disseminating Plaintiff’s deposition transcript and video recording,  
13 but then further violated the California Government Code and California *Code of Civil Procedure*  
14 (“Code Civ. Proc.”) §2025.570 by circumventing the systems in place for a third party to obtain a  
15 copy of a deposition and providing at least five third party witnesses’ deposition transcripts to at  
16 least Karl Jobst, and likely other third parties. Additionally, upon information and belief, the  
17 additional dissemination of third party witnesses’ depositions occurred *after* Defendant’s counsel  
18 was notified that such actions violate the California Government Code. Ross Decl. ¶ 7.

19 As such, Defendant and Defendant’s counsel have showed a clear disregard for the  
20 protective order and the law. Defendant and Defendant’s counsel’s violations were not based on a  
21 good faith and reasonable interpretation of the protective order, nor the law. Therefore, the Court  
22 should Order that Defendant and Defendant’s counsel are in contempt of the Court’s protective  
23 order and shall be forced to comply with the Code of Civ. Proc. and California Government Code  
24 sections herein.

25 Further, Defendant and Defendant’s counsel should be ordered to provide Plaintiff with a  
26 list of each and every person to whom they have provided any items from this litigation, particularly  
27 any deposition transcripts or video recordings, and every single documents related to  
28 communications of such production. This information was requested in prior discovery to which

1 Defendant responded in April 2023. In those responses Defendant claimed that it only provided  
 2 Ersatz\_Cats with a small amount of the discovery from the start of litigation, however it has become  
 3 abundantly clear that other documents and items of discovery have been produced to third parties.

4 Finally, Plaintiff requests monetary sanctions in the amount of \$7,560.00 against Defendant  
 5 and Defendant’s counsel for Plaintiff incurring fees to bring this Motion to ensure that Defendant  
 6 and Defendant’s counsel comply with the protective order and California law. Ross Decl. ¶ 8.

7 **II. LEGAL ARGUMENT**

8 “Civil contempt ... consists of a party’s disobedience to a specific and definite court order  
 9 by failure to take all reasonable steps within the party’s power to comply.” *In re Dual-Deck Video*  
 10 *Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9<sup>th</sup> Cir. 1993) . To prevail on a request for a  
 11 contempt finding, the moving party must establish by clear and convincing evidence that the  
 12 contemnor violated the court’s order. *Id.* If the moving party shows by clear and convincing  
 13 evidence that the contemnor violated a specific and definite order, the burden then shifts to the  
 14 contemnors to demonstrate why they were unable to comply. *Federal Trade Comm’n v. Enforma*  
 15 *Natural Prods., Inc.*, 362 F.3d 1204, 1211 (9<sup>th</sup> Cir. 2004). The district court has wide latitude in  
 16 determining whether there has been a contemptuous defense of its order. *Stone v. City and County*  
 17 *of San Francisco*, 968 F.2d 850 (9<sup>th</sup> Cir. 1992).

18 **A. THE COURT SHOULD HOLD DEFENDANT IN CIVIL CONTEMPT FOR**  
 19 **FAILURE TO COMPLY WITH THE PROTECTIVE ORDER**

20 The violation of the protective order is supported by clear and convincing evidence, as  
 21 Defendant’s counsel admitted to providing the deposition transcript to a third party. Only after the  
 22 dissemination of said transcript did Defendant’s counsel allege any objections to the marking of  
 23 portions of Plaintiff’s deposition as confidential. Pursuant to the protective order, Defendant should  
 24 have provided Plaintiff with written objection to the portions marked confidential during the  
 25 deposition and the issue could have been handled properly. However, Defendant’s counsel decided  
 26 to wholly ignore the protective order and disseminate the transcript as he saw fit.

27 As detailed herein, this violation was not based on a good faith and reasonable interpretation  
 28 of the protective order by Defendant or Defendant’s counsel.

1 Furthermore, Defendant and Defendant’s counsel have violated the California Code of Civil  
 2 Procedure and California Government Code sections governing the dissemination of deposition  
 3 transcripts by illegally providing at least five third party witnesses’ deposition transcripts and the  
 4 deposition transcript and video recording of Plaintiff to at least one third party and likely more. The  
 5 protections of these Code sections is particularly important here where third party witnesses have  
 6 expressed hesitancy to testify for fear that their testimony will end up all over the internet.

7 **B. THE COURT SHOULD HOLD DEFENDANT IN CIVIL CONTEMPT FOR**  
 8 **FAILURE TO COMPLY WITH THE LAW**

9 **1. California Code of Civil Procedure**

10 In general, deposition transcripts are not treated as private. However, Code Civ. Proc.  
 11 §2025.570 details the circumstances and requirements for third parties to obtain deposition  
 12 transcripts. *See also Board of Trustees of Calif. State Univ. v. Superior Court*, 132 Cal. App. 4th  
 13 889, 901, 34 Cal. Rptr. 3d 82 (2005) (in light of the statute, “depositions are ordinarily not  
 14 documents that the parties would reasonably envision would not be made available to persons or  
 15 entities outside the litigation”); *City of Los Angeles v. Superior Court*, 41 Cal. App. 4th 1083, 1085-  
 16 1086, 49 Cal. Rptr. 2d 35 (1996) (depositions in possession of City Attorney’s office were public  
 17 records subject to disclosure under the California Public Records Act).

18 Code Civ. Proc. §2025.570 provides the following:

19 “(a) Notwithstanding subdivision (b) of Section 2025.320, unless  
 20 the court issues an order to the contrary, a copy of the transcript  
 21 of the deposition testimony made by, or at the direction of, any  
 22 party, or an audio or video recording of the deposition testimony, if  
 still in the possession of the deposition officer, shall be made  
 available by the deposition officer to any person requesting a copy,  
 on payment of a reasonable charge set by the deposition officer.

23 (b) If a copy is requested from the deposition officer, **the**  
 24 **deposition officer shall mail a notice to all parties attending the**  
 25 **deposition and to the deponent at the deponent’s last known**  
 26 **address advising them of all of the following:**

- 27 (1) **The copy is being sought.**
- 28 (2) **The name of the person requesting the copy.**
- (3) **The right to seek a protective order under Section**  
**2025.420.**

1 (c) If a protective order is not served on the deposition officer  
2 within 30 days of the mailing of the notice, the deposition officer  
3 shall make the copy available to the person requesting the copy.”  
(emphasis added).

4 Particularly, Code Civ. Proc. §2025.570 allows for a party to be given proper notice that a  
5 copy of a deposition transcript is being requested by a third party and allows for a party to seek a  
6 protective order as to the transcript. Code Civ. Proc. §2025.570(b)(1)-(3). Under Code Civ. Proc.  
7 §2025.420, a party may move for a protective order before, during, or after a deposition and a court  
8 may order such a protective order if good cause is shown to protect the deponent “from unwarranted  
9 annoyance, embarrassment, or oppression.” Code Civ. Proc. §2025.570(a) and (b).

10 In this case, Defendant provided the deposition transcript of Plaintiff, including the entire  
11 video recording, and on information and belief the deposition transcripts of at least five third party  
12 witnesses to at least one third party, but likely more. Defendant’s counsel admitted to providing  
13 Plaintiff’s deposition transcript to Karl Jobst’s attorney, Paris Gaela. Ross Decl. ¶¶ 5 and 6, Exs. B  
14 and C.

15 These facts came to light due to Mr. Jobst’s disclosure of documents in the Australian case  
16 against Mr. Jobst. Ross Decl. ¶ 5. Subsequent to this admittance by Defendant’s counsel and notice  
17 to Defendant’s counsel that the dissemination was in violation of the law and protective order, Mr.  
18 Jobst posted three YouTube videos containing portions of the video recording of Plaintiff’s  
19 deposition and third party witnesses’ transcripts. Ross Decl. ¶ 6, Ex. C. Mr. Jobst posted these videos  
20 beginning on July 26, 2023 and shows portions of the video recording of Plaintiff’s deposition and  
21 portions of the following third party witnesses’ deposition transcripts: Josh Ryan, Valerie Saunders,  
22 Jerry Byrum, Brian Cady, and John Grunwald. Id.

23 At no point did a court reporter contact Plaintiff in this matter to notify him that a deposition  
24 transcript was being ordered by a third party. Instead, Defendant and Defendant’s counsel  
25 circumvented the procedure and law in an effort to not afford Plaintiff an opportunity to obtain a  
26 protective order as to these deposition transcripts. Further, Defendant and Defendant’s counsel did  
27 so with full knowledge that Karl Jobst, and others would reproduce and post the depositions online  
28 to target Plaintiff and embarrass and harass and other third party witnesses.

1           Moreover, Plaintiff would have moved for a protective order on such deposition transcripts  
 2 as throughout this litigation there has been a continuing issue of documents and things being  
 3 produced to third parties and blasted online in an attempt to further defame and injure Plaintiff’s  
 4 reputation and dissuade third party witnesses. This was the basis for the protective order to begin  
 5 with. Third party witnesses in this matter have indicated an unwillingness to appear for depositions,  
 6 sign declarations, and the like on the sole basis of not wanting it to be put on the internet and subject  
 7 to harassment. Plaintiff’s lifelong friend is one of numerous witnesses that has indicated an  
 8 unwillingness to provide testimony in this matter for this exact reason. As such, there is an immense  
 9 need for a protective order from third parties obtaining deposition transcripts in this matter in order  
 10 to ensure that witnesses continue to cooperate. Finally, a protective order on these deposition  
 11 transcripts is vital as they are being spread over the internet and creating potential prejudice and bias  
 12 for the jury pool.

13                               **2.           California Government Code §69954(d)**

14           California Government Code §69954(d) provides that “[a]ny court, party, or person who has  
 15 purchased a transcript may, without paying a further fee to the reporter, reproduce a copy or portion  
 16 thereof as an exhibit pursuant to court order or rule, or for internal use, but **shall not otherwise**  
 17 **provide or sell a copy or copies to any other party or person.**” (emphasis added).

18           As noted throughout, Defendant and Defendant’s counsel provided Plaintiff’s entire  
 19 deposition transcript and video recording to at the very least person, admittedly, and likely more  
 20 persons that are not under one of the exception listed. Defendant and Defendant’s counsel  
 21 additionally provided at least five third party witnesses’ deposition transcripts, and potentially the  
 22 video recordings as well, to persons not under one of the exceptions listed.

23           Thus, there is no question whether or not Defendant and Defendant’s counsel have violated  
 24 California Government Code §69954(d). However, when confronted with such violation,  
 25 Defendant’s counsel did not care and doubled down by stating that they would simply pay for  
 26 another copy of Plaintiff’s transcript if required to do so for the violation. Ross Decl. ¶ 5, Ex. B.

27           Furthermore, upon information and belief, the additional dissemination of third party  
 28 witnesses’ depositions occurred *after* Defendant’s counsel was notified that such actions violate the



1 California Government Code. Ross Decl. ¶ 7. The deposition of John Grunwald was taken on July  
2 20, 2023, the deposition of Jerry Byrum was taken on July 26, 2023, and the deposition of Brian  
3 Cady occurred on July 5, 2023 so that transcript doubtfully was in Defendant’s possession prior to  
4 the July 14, 2023 notice. Id. Therefore, Defendant and Defendant’s counsel continued to violate  
5 California law after notice of such violation and should be held in contempt.

6 **C. THE COURT SHOULD AWARD PLAINTIFF SANCTIONS FOR**  
7 **DEFENDANT AND DEFENDANT’S COUNSEL’S CIVIL CONTEMPT**

8 This Court has authority to impose sanctions pursuant to its inherent authority and 18 U.S.C.  
9 § 401; *Institute of Cetacean Research v. Sea Shepherd Conservation Society*, 774 F.3d 935, 944 (9th  
10 Cir. 2014) (“We have ‘inherent power’ to initiate contempt proceedings. We also have statutory  
11 authority to punish both civil and criminal contempt pursuant to 18 U.S.C. §  
12 401.”); *F.T.C. v. EDebitPay, LLC*, 695 F.3d 938, 945 (9th Cir. 2012) (“District courts have broad  
13 equitable power to order appropriate relief in civil contempt proceedings.”), citing *SEC*  
14 *v. Hickey*, 322 F.3d 1123, 1128 (9th Cir. 2003); *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991)  
15 (“[I]t is firmly established that the power to punish for contempt is inherent in all courts. . . . The  
16 underlying concern that gave rise to the contempt power was not ... merely the disruption of court  
17 proceedings. Rather, it was disobedience to the orders of the Judiciary, regardless of whether such  
18 disobedience interfered with the conduct of trial.”) (internal citations and quotations omitted).

19 Due to Defendant and Defendant’s counsel’s contempt and refusal to abide by California  
20 law, Plaintiff has incurred fees he otherwise would not have to bring this Motion and force  
21 Defendant and Defendant’s counsel to comply with California law. As more fully set forth in the  
22 Declaration of Kristina Ross, Plaintiff incurred fees and costs in the amount of \$7,560.00. Ross ¶ 8.  
23 As such, Plaintiff respectfully requests that the Court issue an Order awarding Plaintiff sanctions  
24 against Defendant and Defendant’s counsel in the amount of \$7,560.00.

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**III. CONCLUSION**

Based on the foregoing, Plaintiff respectfully requests that the Court hold Defendant and Defendant’s counsel in contempt for violation of the protective order in this matter, as well as violating California Code of Civil Procedure §2025.570 and California Government Code §69954(d). The Court should also award Plaintiff sanctions in the amount of \$7,560.00 against Defendant and Defendant’s counsel for the fees incurred in bringing this Motion.

DATED: September 5, 2023

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

By:   
\_\_\_\_\_  
Anthony J. Ellrod  
Kristina Ross  
Attorneys for Plaintiff  
WILLIAM JAMES MITCHELL

**DECLARATION OF KRISTINA ROSS**

I, KRISTINA ROSS, declare as follows:

1. I am an attorney at law duly licensed to practice before all the courts of the State of California, and am an associate of the law firm of Manning & Kass, Ellrod, Ramirez, Trester, LLP, attorneys of record for Plaintiff WILLIAM JAMES MITCHELL (“Plaintiff”).

2. If called upon to testify as to the matters herein related, I could and would competently do so based upon my review of the litigation file herein and my personal participation as one of the attorneys of record herein.

3. On October 26, 2022, the Court entered the Parties stipulated protective order due to Defendant and Defendant’s counsel leaking pleadings, discovery, and other portions of this litigation to persons for the sole purpose of them being disseminated on the internet and skewing public favor against Plaintiff. The protective order stated that for deposition testimony, the designating party may identify on the record all “Confidential” or “Highly Confidential” testimony by specifying as such, or designate the entirety of the testimony as “Confidential” or “Highly Confidential.” The protective order further states that if a party objects to the designation, the counsel shall advise the designating party in writing with the specific reasons for objecting. .” Attached hereto as Exhibit (“Ex.”) A is a true and correct copy of the conformed Stipulation and Protective Order entered by the Court on October 26, 2022.

4. Plaintiff’s deposition was taken on January 9, 2023, stenographically and via video recording by U.S. Legal. During the deposition, Plaintiff’s attorney Anthony J. Ellrod marked portions of the deposition as “Confidential.” After the deposition, Defendant did not object to the designation as required by the protective order.

5. Defendant, by and through its’ counsel of record David Tashroudian, Esq., violated the protective order by disseminating a full and complete copy of Plaintiff’s deposition transcript and video recording. On July 14, 2023, Defendant’s counsel admitted that he provided a copy of Plaintiff’s deposition to Paris Galea, an attorney that represents Karl Jobst in a wholly separate lawsuit in Australia. When Plaintiff’s counsel confronted Defendant’s counsel with the fact that this dissemination violated the protective order, as well as California Government Code §69954(d),

1 Defendant's counsel claimed to not recall the deposition being marked confidential and that he  
2 would purchase the transcript twice if required due to the California Government Code violation.  
3 Attached hereto as Ex. B is a true and correct copy of the electronic mail communications.

4           6. Further, Defendant and/or Defendant's counsel have additionally disseminated at  
5 least five third party witnesses' deposition transcripts to third parties. These third party depositions  
6 include Josh Ryan, Valerie Saunders, Jerry Byrum, Brian Cady, and John Grunwald. Plaintiff and  
7 Plaintiff's counsel were alerted to the dissemination of further transcripts by Karl Jobst posting three  
8 YouTube videos containing portions of Plaintiff's deposition video recording and portions of the  
9 aforementioned third party witnesses' deposition transcripts after the filing of the Informal  
10 Discovery Conference Statement concerning this issue. Further, multiple postings of the entirety of  
11 Plaintiff's deposition video recording were posted online numerous times, including by another  
12 YouTuber, Ersatz\_Cats, whom Defendant has previously provided documents from this litigation  
13 to. However, in responses to discovery on the issue of dissemination, Defendant claims to have only  
14 given litigation materials to the owner of perfectpacman.com, Ersatz\_Cats, and further produced a  
15 privilege log regarding production of communications with Ersatz\_Cats. Attached hereto as Ex. C  
16 are a true and correct copy of the screenshots of the YouTube videos, a copy of the entire video can  
17 be provide via flash drive to the Court if needed.

18           7. Upon information and belief, the additional dissemination of third party witnesses'  
19 depositions occurred *after* Defendant's counsel was notified that such actions violate the California  
20 Government Code. The deposition of John Grunwald was taken on July 20, 2023, the deposition of  
21 Jerry Byrum was taken on July 26, 2023, and the deposition of Brian Cady occurred on July 5, 2023  
22 so that transcript doubtfully was in Defendant's possession prior to the July 14, 2023 notice.

23           8. Plaintiff seeks an Order for an award of monetary sanctions against Defendant and  
24 Defendant's counsel in the amount of \$7,560.00 for expenses incurred in connection with bringing  
25 this Motion, for the time spent preparing this Motion (14 hours), the time spent reviewing and  
26 responding to Defendant's anticipated Opposition to this Motion (4 hours), the time spent preparing  
27 for and attending the hearing of the within Motion (2 hour), and the filing fee of \$60.00. Based  
28 upon moving party's attorney fee rate, this amount is sought.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 5, 2023 at Los Angeles, California.



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KRISTINA ROSS

# EXHIBIT A

**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
ATTORNEYS AT LAW

1 Anthony J. Ellrod (State Bar No. 136574)  
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2 Natalya Vasyuk (State Bar No. 307419)  
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7 Attorneys for Plaintiff, WILLIAM JAMES  
8 MITCHELL

**FILED**  
Superior Court of California  
County of Los Angeles  
**10/26/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           A. Rodriguez           Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT – STANLEY MOSK**

12 WILLIAM JAMES MITCHELL,

13 Plaintiff,

14 v.

15 TWIN GALAXIES, LLC,

16 Defendants.

Case No. 19STCV12592

**STIPULATION AND ~~PROPOSED~~**  
**PROTECTIVE ORDER –**  
**CONFIDENTIAL AND HIGHLY**  
**CONFIDENTIAL DESIGNATIONS**

The Honorable Wendy Chang, Dept. 36

Action Filed: 4-11-2019

18 **IT IS HEREBY STIPULATED** by and between Plaintiff/Cross-Defendant WILLIAM  
19 JAMES MITCHELL, Defendant/Cross-Plaintiff TWIN GALAXIES, LLC, and Cross-Defendant  
20 WALTER DAY (collectively the “Parties”), by and through their respective counsel of record,  
21 that in order to facilitate the exchange of information and documents which may be subject to  
22 confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the  
23 Parties stipulate as follows:

24 In this Stipulation and Protective Order, the words set forth below shall have the following  
25 meanings:

26 “Proceeding” means the above-entitled proceeding Case No. 19STCV12592.

27 “Court” means the Hon. Wendy Chang or any other judge to which this Proceeding may be  
28 assigned, including Court staff participating in such proceedings.

1 “Confidential” means any Documents, Testimony, or Information which is in the  
2 possession of a Designating Party who believes in good faith that such Documents, Testimony, or  
3 Information is entitled to confidential treatment under applicable law. A Designating Party may  
4 designate its discovery responses as “Confidential.”

5 “Confidential Materials” means any Documents, Testimony, or Information as defined  
6 below designated as “Confidential” pursuant to the provisions of this Stipulation and Protective  
7 Order.

8 “Highly Confidential” means any information which belongs to a Designating Party who  
9 believes in good faith that the Disclosure of such information to another Party or non-Party would  
10 create a substantial risk of serious financial or other injury that cannot be avoided by less  
11 restrictive means.

12 “Highly Confidential Materials” means any Documents, Testimony, or Information, as  
13 defined below, designated as “Highly Confidential” pursuant to the provisions of this Stipulation  
14 and Protective Order.

15 “Designating Party” means the Party that designates Documents, Testimony, or  
16 Information, as defined below, as “Confidential” or “Highly Confidential.”

17 “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or make  
18 available Materials, or any part thereof, or any information contained therein.

19 “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those terms are  
20 defined by California Evidence Code Sections 250, 255, and 260, which have been produced in  
21 discovery in this Proceeding by any person or entity, and (ii) any copies, reproductions, or  
22 summaries of all or any part of the foregoing.

23 “Information” means the content of Documents or Testimony.

24 “Testimony” means all depositions, declarations, or other testimony taken or used in this  
25 Proceeding.

26 The Designating Party shall have the right to designate as “Highly Confidential” only the  
27 non-public Documents, Testimony, or Information that the Designating Party in good faith  
28 believes would create a substantial risk of serious financial or other injury, if Disclosed to another



1 Party or non-Party, and that such risk cannot be avoided by less restrictive means.

2 The entry of this Stipulation and Protective Order does not alter, waive, modify, or abridge  
3 any right, privilege, or protection otherwise available to any Party with respect to the discovery of  
4 matters, including but not limited to any Party’s right to assert the attorney-client privilege, the  
5 attorney work product doctrine, or other privileges, or any Party’s right to contest any such  
6 assertion.

7 Any Documents, Testimony, or Information to be designated as “Confidential” or “Highly  
8 Confidential” must be clearly so designated before the Document, Testimony, or Information is  
9 Disclosed or produced. The “Confidential” or “Highly Confidential” designation should not  
10 obscure or interfere with the legibility of the designated Information.

11 For Documents (apart from transcripts of depositions or other pretrial or trial proceedings),  
12 the Designating Party must affix the legend “Confidential” or “Highly Confidential” on each page  
13 of any Document containing such designated material.

14 For Testimony given in depositions the Designating Party may either:

15 i. identify on the record, before the close of the deposition, all “Confidential” or  
16 “Highly Confidential” Testimony, by specifying all portions of the Testimony that qualify as  
17 “Confidential” or “Highly Confidential;” or

18 ii. designate the entirety of the Testimony at the deposition as “Confidential” or  
19 “Highly Confidential” (before the deposition is concluded) with the right to identify more specific  
20 portions of the Testimony as to which protection is sought within 30 days following receipt of the  
21 deposition transcript. In circumstances where portions of the deposition Testimony are designated  
22 for protection, the transcript pages containing “Confidential” or “Highly Confidential”  
23 Information may be separately bound by the court reporter, who must affix to the top of each page  
24 the legend “Confidential” or “Highly Confidential,” as instructed by the Designating Party.

25 For Information produced in some form other than Documents, and for any other tangible  
26 items, including, without limitation, compact discs or DVDs, the Designating Party must affix in a  
27 prominent place on the exterior of the container or containers in which the Information or item is  
28 stored the legend “Confidential” or “Highly Confidential.” If only portions of the Information or

1 item warrant protection, the Designating Party, to the extent practicable, shall identify the  
2 “Confidential” or “Highly Confidential” portions.

3       The inadvertent production by any of the undersigned Parties or non-Parties to the  
4 Proceedings of any Document, Testimony, or Information during discovery in this Proceeding  
5 without a “Confidential” or “Highly Confidential” designation, shall be without prejudice to any  
6 claim that such item is “Confidential” or “Highly Confidential” and such Party shall not be held to  
7 have waived any rights by such inadvertent production. In the event that any Document,  
8 Testimony, or Information that is subject to a “Confidential” or “Highly Confidential” designation  
9 is inadvertently produced without such designation, the Party that inadvertently produced the  
10 document shall give written notice of such inadvertent production within twenty (20) days of  
11 discovery of the inadvertent production, but in no event more than forty (40) days from the initial  
12 production, together with a further copy of the subject Document, Testimony, or Information  
13 designated as “Confidential” or “Highly Confidential” (the “Inadvertent Production Notice”).  
14 Upon receipt of such Inadvertent Production Notice, the Party that received the inadvertently  
15 produced Document, Testimony, or Information shall promptly destroy the inadvertently produced  
16 Document, Testimony, or Information and all copies thereof, or, at the expense of the producing  
17 Party, return such together with all copies of such Document, Testimony or Information to counsel  
18 for the producing Party and shall retain only the “Confidential” or “Highly Confidential”  
19 materials. Should the receiving Party choose to destroy such inadvertently produced Document,  
20 Testimony, or Information, the receiving Party shall notify the producing Party in writing of such  
21 destruction within ten (10) days of receipt of written notice of the inadvertent production. This  
22 provision is not intended to apply to any inadvertent production of any Document, Testimony, or  
23 Information protected by attorney-client or work product privileges. In the event that this  
24 provision conflicts with any applicable law regarding waiver of confidentiality through the  
25 inadvertent production of Documents, Testimony or Information, such law shall govern.

26       In the event that counsel for a Party receiving Documents, Testimony or Information in  
27 discovery designated as “Confidential” or “Highly Confidential” objects to such designation with  
28 respect to any or all of such items, said counsel shall advise counsel for the Designating Party, in

1 writing, of such objections, the specific Documents, Testimony or Information to which each  
2 objection pertains, and the specific reasons and support for such objections (the “Designation  
3 Objections”). Counsel for the Designating Party shall have thirty (30) days from receipt of the  
4 written Designation Objections to either (a) agree in writing to de-designate Documents,  
5 Testimony, or Information pursuant to any or all of the Designation Objections and/or (b) file a  
6 motion with the Court seeking to uphold any or all designations on Documents, Testimony, or  
7 Information addressed by the Designation Objections (the “Designation Motion”). Pending a  
8 resolution of the Designation Motion by the Court, any and all existing designations on the  
9 Documents, Testimony, or Information at issue in such Motion shall remain in place. The  
10 Designating Party shall have the burden on any Designation Motion of establishing the  
11 applicability of its “Confidential” or “Highly Confidential” designation. In the event that the  
12 Designation Objections are neither timely agreed to nor timely addressed in the Designation  
13 Motion, then such Documents, Testimony, or Information shall be de-designated in accordance  
14 with the Designation Objection applicable to such material.

15 The Party that prevails on the Designation Motion shall be entitled to its attorney’s fees  
16 and costs only if the Court finds that the assertion of or challenge to the designation was without  
17 colorable merit or made in bad faith.

18 Access to and/or Disclosure of Confidential Materials shall be permitted only to the  
19 following persons or entities:

- 20 a. the Court;
- 21 b. Trial Counsel for the Parties, their partners and associates, and staff and supporting  
22 personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and clerical  
23 employees and contractors, and outside copying services, who are working on this Proceeding (or  
24 any further proceedings herein) under the direction of such attorneys and to whom it is necessary  
25 that the Confidential Materials be Disclosed for purposes of this Proceeding. Such employees,  
26 assistants, contractors and agents to whom such access is permitted and/or Disclosure is made  
27 shall, prior to such access or Disclosure, be advised of, and become subject to, the provisions of  
28 this Protective Order. “Trial Counsel,” for purposes of this Paragraph, shall mean outside retained

1 counsel and shall not include in-house counsel to the undersigned Parties and the paralegal,  
2 clerical and secretarial staff employed by such in-house counsel;

3 c. those officers, directors, partners, members, employees and agents of all non-  
4 designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution  
5 and defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential  
6 Materials to any such officer, director, partner, member, employee or agent, counsel for the Party  
7 making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person,  
8 shall explain that such person is bound to follow the terms of such Order, and shall secure the  
9 signature of such person on a statement in the form attached hereto as Exhibit A;

10 d. court reporters in this Proceeding (whether at depositions, hearings, or any other  
11 proceeding);

12 e. any person who authored, received, saw or was otherwise familiar with Documents,  
13 Testimony, or Information or thing designated “Confidential,” including any person otherwise  
14 familiar with the Confidential Information contained therein, but only to the extent of that person’s  
15 prior familiarity with the Confidential Information;

16 f. mock jury participants, provided, however, that prior to the Disclosure of  
17 Confidential Materials to any such mock jury participant, counsel for the Party making the  
18 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
19 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
20 of such person on a statement in the form attached hereto as Exhibit A.

21 g. outside experts or expert consultants consulted by the undersigned Parties or their  
22 counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing;  
23 provided, however, that prior to the Disclosure of Confidential Materials to any such expert or  
24 expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
25 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
26 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall  
27 be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation  
28 and Protective Order by any such expert or expert consultant, to promptly notify counsel for the

1 Designating Party of such breach or threatened breach; and  
2 h. any other person or entity that the Designating Party agrees to in writing.  
3 Access to and/or Disclosure of Highly Confidential Materials shall be permitted only to the  
4 following persons or entities:  
5 a. The Court;  
6 b. Trial Counsel for the Parties, their partners and associates, and staff and supporting  
7 personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and clerical  
8 employees and contractors, and outside copying services, who are working on this Proceeding (or  
9 any further proceedings herein) under the direction of such attorneys and to whom it is necessary  
10 that the Highly Confidential Materials be Disclosed for purposes of this Proceeding. Such  
11 employees, assistants, contractors and agents to whom such access is permitted and/or Disclosure  
12 is made shall, prior to such access or Disclosure, be advised of, and become subject to, the  
13 provisions of this Protective Order. "Trial Counsel," for purposes of this Paragraph, shall mean  
14 outside retained counsel and shall not include in-house counsel to the undersigned Parties and the  
15 paralegal, clerical and secretarial staff employed by such in-house counsel;  
16 c. those officers, directors, partners, members, employees and agents of all non-  
17 designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution  
18 and defense of this Proceeding; provided, however, that prior to the Disclosure of Highly  
19 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel  
20 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to  
21 such person, shall explain that such person is bound to follow the terms of such Order, and shall  
22 secure the signature of such person on a statement in the form attached hereto as Exhibit A;  
23 d. outside experts or expert consultants consulted by the undersigned Parties or their  
24 counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing;  
25 provided, however, that prior to the Disclosure of Highly Confidential Materials to any such  
26 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
27 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
28 secure the signature of such person on a statement in the form attached hereto as Exhibit A prior to

1 the Disclosure of Highly Confidential Materials. It shall be the obligation of Trial Counsel, upon  
2 learning of any breach or threatened breach of this Stipulation and Protective Order by any such  
3 expert or expert consultant, to promptly notify Trial Counsel for the Designating Party of such  
4 breach or threatened breach;

5 e. any person who authored, received, saw or was otherwise familiar with Documents,  
6 Testimony, or Information or thing designated “Highly Confidential,” including any person  
7 otherwise familiar with the Highly Confidential Information contained therein, but only to the  
8 extent of that person’s prior familiarity with the Highly Confidential Information;

9 f. court reporters in this Proceeding (whether at depositions, hearings, or any other  
10 proceeding); and

11 g. any other person or entity that the Designating Party agrees to in writing.

12 Confidential Materials and Highly Confidential Materials shall be used by the persons or  
13 entities receiving them only for the purposes of preparing for, conducting, participating in the  
14 conduct of, and/or prosecuting and/or defending the Proceeding, and not for any business or other  
15 purpose whatsoever.

16 Any Party to the Proceeding (or other person subject to the terms of this Stipulation and  
17 Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
18 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

19 Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
20 Protective Order shall not:

21 a. operate as an admission by any person that any particular Document, Testimony, or  
22 Information marked “Confidential” or “Highly Confidential” contains or reflects trade secrets,  
23 proprietary, confidential or competitively sensitive business, commercial, financial or personal  
24 information; or

25 b. prejudice in any way the right of any Party (or any other person subject to the terms  
26 of this Stipulation and Protective Order):

27 i. to seek a determination by the Court of whether any particular Confidential  
28 Materials or Highly Confidential Materials should be subject to protection under the terms of this

1 Stipulation and Protective Order; or

2 ii. to seek relief from the Court on appropriate notice to all other Parties to the  
3 Proceeding from any provision(s) of this Stipulation and Protective Order, either generally or as to  
4 any particular Document, Material or Information.

5 Any Party to the Proceeding who has not executed this Stipulation and Protective Order as  
6 of the time it is presented to the Court for signature may thereafter become a Party to this  
7 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the  
8 same with the Court, and serving copies of such signed and dated copy upon the other Parties to  
9 this Stipulation and Protective Order.

10 Any Information that may be produced by a non-Party witness in discovery in the  
11 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
12 "Confidential" or "Highly Confidential" under the terms of this Stipulation and Protective Order,  
13 and any such designation by a non-Party shall have the same force and effect, and create the same  
14 duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation  
15 shall also function as consent by such producing non-Party to the authority of the Court in the  
16 Proceeding to resolve and conclusively determine any motion or other application made by any  
17 person or Party with respect to such designation, or any other matter otherwise arising under this  
18 Stipulation and Protective Order.

19 If any person subject to this Stipulation and Protective Order who has custody of any  
20 Confidential Materials or Highly Confidential Materials receives a subpoena or other process  
21 ("Subpoena") from any government or other person or entity demanding production of such  
22 materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail  
23 transmission, followed by either express mail or overnight delivery to counsel of record for the  
24 Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of  
25 this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or  
26 limit the Subpoena, otherwise oppose production of the Confidential Materials or Highly  
27 Confidential Materials, and/or seek to obtain confidential treatment of such materials from the  
28 subpoenaing person or entity to the fullest extent available under law. The recipient of the

1 Subpoena may not produce any Confidential Materials or Highly Confidential Materials pursuant  
2 to the Subpoena prior to the date specified for production on the Subpoena.

3 Nothing in this Stipulation and Protective Order shall be construed to preclude either Party  
4 from asserting in good faith that certain Confidential Materials or Highly Confidential Materials  
5 require additional protection. The Parties shall meet and confer to agree upon the terms of such  
6 additional protection.

7 If, after execution of this Stipulation and Protective Order, any Confidential Materials or  
8 Highly Confidential Materials submitted by a Designating Party under the terms of this Stipulation  
9 and Protective Order is Disclosed by a non-Designating Party to any person other than in the  
10 manner authorized by this Stipulation and Protective Order, the non-Designating Party responsible  
11 for the Disclosure shall bring all pertinent facts relating to the Disclosure of such Confidential  
12 Materials or Highly Confidential Materials to the immediate attention of the Designating Party.

13 This Stipulation and Protective Order is entered into without prejudice to the right of any  
14 Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
15 Confidential Materials or Highly Confidential Materials designated by that Party. If the  
16 Designating Party uses Confidential Materials or Highly Confidential Materials in a non-  
17 Confidential manner, then the Designating Party shall advise that the designation no longer  
18 applies.

19 Where any Confidential Materials or Highly Confidential Materials, or Information  
20 derived therefrom, is included in any motion or other proceeding governed by California Rules of  
21 Court, Rules 2.550 and 2.551, the Parties and any involved non-party shall follow those rules.  
22 With respect to discovery motions or other proceedings not governed by California Rules of  
23 Court, Rules 2.550 and 2.551, the following shall apply: If Confidential Materials, Highly  
24 Confidential Materials, or Information derived therefrom are submitted to or otherwise disclosed  
25 to the Court in connection with discovery motions and proceedings, the same shall be separately  
26 filed under seal with the clerk of the Court in an envelope marked: "CONFIDENTIAL – FILED  
27 UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER  
28 SEALING ORDER REQUIRED."



1 The Parties shall meet and confer regarding the procedures for use of any Confidential  
2 Materials or Highly Confidential Materials at trial and shall move the Court for entry of an  
3 appropriate order.

4 Nothing in this Stipulation and Protective Order shall affect the admissibility into evidence  
5 of Confidential Materials or Highly Confidential Materials, or abridge the rights of any person to  
6 seek judicial review or to pursue other appropriate judicial action with respect to any ruling made  
7 by the Court concerning the issue of the status of any Confidential Materials or Highly  
8 Confidential Materials.

9 This Stipulation and Protective Order shall continue to be binding after the conclusion of  
10 this Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party  
11 may seek the written permission of the Designating Party or may move the Court for relief from  
12 the provisions of this Stipulation and Protective Order. To the extent permitted by law, the Court  
13 shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective Order,  
14 even after the Proceeding is terminated.

15 Upon written request made within thirty (30) days after the settlement or other termination  
16 of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a) promptly return  
17 to counsel for each Designating Party all Confidential Materials and Highly Confidential  
18 Materials, and all copies thereof (except that counsel for each Party may maintain in its files, in  
19 continuing compliance with the terms of this Stipulation and Protective Order, all work product,  
20 and one copy of each pleading filed with the Court and one copy of each deposition together with  
21 the exhibits marked at the deposition), (b) agree with counsel for the Designating Party upon  
22 appropriate methods and certification of destruction or other disposition of such materials, or (c)  
23 as to any Documents, Testimony, or other Information not addressed by sub-paragraphs (a) and  
24 (b), file a motion seeking a Court order regarding proper preservation of such Materials. To the  
25 extent permitted by law the Court shall retain continuing jurisdiction to review and rule upon the  
26 motion referred to in sub-paragraph (c) herein.

27 After this Stipulation and Protective Order has been signed by counsel for all Parties, it  
28 shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein


1 with regard to any Confidential Materials or Highly Confidential Materials that have been  
2 produced before the Court signs this Stipulation and Protective Order.

3 The Parties and all signatories to the Certification attached hereto as Exhibit A agree to be  
4 bound by this Stipulation and Protective Order pending its approval and entry by the Court. In the  
5 event that the Court modifies this Stipulation and Protective Order, or in the event that the Court  
6 enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective  
7 Order until such time as the Court may enter such a different Order. It is the Parties' intent to be  
8 bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for  
9 immediate production of Confidential Materials and Highly Confidential Materials under the  
10 terms herein.

11  
12 This Stipulation and Protective Order may be executed in counterparts.


13  
14 Dated: September 22, 2022

15 MANNING & KASS  
16 ELLROD, RAMIREZ, TRESTER LLP

17 By:   
18 Anthony J. Ellrod  
19 Linna T. Loangkote  
20 Attorneys for Plaintiff/ Cross-Defendant,  
21 WILLIAM JAMES MITCHELL

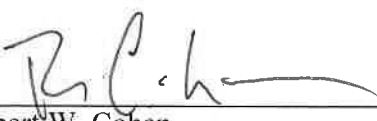
Dated: SEPTEMBER 10, 2022

TASHROUDIAN LAW GROUP, APC

By:   
David Tashroudian  
Attorneys for Defendant/Cross-Complainant  
TWIN GALAXIES, LLC

22 Dated: 9/22/22

23 LAW OFFICES OF ROBERT W. COHEN  
24 LLP

25 By:   
26 Robert W. Cohen  
27 Attorneys Cross-Defendant,  
28 WALTER DAY

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**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**



Dated: 10/26/2022

Wendy Chang / Judge  
THE HONORABLE WENDY CHANG

**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
ATTORNEYS AT LAW

**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],

\_\_\_\_\_ [POSITION AND EMPLOYER], am about to receive Confidential Materials and/or Highly Confidential Materials supplied in connection with the Proceeding, Case No. 19STCV12592. I certify that I understand that the Confidential Materials and/or Highly Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that the Confidential Materials and Highly Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials or Highly Confidential Materials obtained pursuant to this Stipulation and Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials and Highly Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such materials will be returned to counsel who provided me with such materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_.

DATED: \_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 S. Figueroa St, 15th Floor, Los Angeles, CA 90017-3012.

On September 22, 2022, I served true copies of the following document(s) described as **STIPULATION AND [PROPOSED] PROTECTIVE ORDER – CONFIDENTIAL AND HIGHLY CONFIDENTIAL DESIGNATIONS** on the interested parties in this action as follows:

David Tashroudian, Esq. Mona Tashroudian, Esq. TASHROUDIAN LAW GROUP, APC 12400 Ventura Blvd. Suite 300 Studio City, CA 91604 Telephone: (818) 561-7381 Facsimile: (818) 561-7381 Email: <a href="mailto:david@tashlawgroup.com">david@tashlawgroup.com</a> Email: <a href="mailto:mona@tashlawgroup.com">mona@tashlawgroup.com</a>	Attorney for Defendants Twin Galaxies
Robert W. Cohen LAW OFFICES OF ROBERT W. COHEN, APC 1901 Avenue of the Stars, Suite 1910 Los Angeles, CA 90067 Phone (310) 282-7586, Ext. 101 Japanese (310) 282-7587 Fax (310) 282-7589 <a href="mailto:rwc@robertwcohenlaw.com">rwc@robertwcohenlaw.com</a>	Attorney for Walter Day

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address [shc@manningllp.com](mailto:shc@manningllp.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 22, 2022, at Los Angeles, California.

  
\_\_\_\_\_  
Steve Chang

# EXHIBIT B

## Kristina Ross

---

**From:** David Tashroudian <david@tashlawgroup.com>  
**Sent:** Friday, July 14, 2023 10:47 AM  
**To:** Anthony J. Ellrod; Kristina Ross  
**Subject:** Re: Mitchell v. Twin Galaxies

I am not being flippant. Nothing was marked confidential in the deposition. And really, I would buy his testimony twice. He lied so many times in his deposition -- it was like nothing I have ever seen before.

He was making lies up on the spot. Like the lie about the 2 NAMCO plaques. There has always only been one. The only original plaque there is does not have the words Player of the Century on it. He made up this second plaque at deposition. And he is trying now to cover that lie up by falsifying evidence and creating a fake plaque. It will end up costing my client over ten thousand dollars to prove this lie -- as it is alleged in paragraph 17 of my cross-complaint reproduced below.

It is unbelievable and I wonder if you finally understand what Billy is capable of. Everyone that has defended Billy in all of this has reached an inflection point where they realize they have been misled and what Billy has been telling them is not always in the truth. You will see.

I am not sure what you intend to do but if you want to bring up my actions with the judge then go ahead. I am confident that I am on the right side here.

David

3           17. In 1999, Billy Mitchell and Walter Day worked to suppress earlier perfect Pac-Man  
4 scores of other players, and altered the competitive rules to allow for Billy Mitchell to be crowned  
5 by Old Twin Galaxies as the first person to achieve a perfect Pac-Man score when in fact he was  
6 not. To further their deception, Billy Mitchell and Walter Day created an award with the title of  
7 "Video Game Player of the Century" specifically for Billy Mitchell, and successfully developed  
8 the false narrative that NAMCO, the creator of the Pac-man game, had directly given or endorsed  
9 Billy Mitchell with that title. This lie was expressly intended to help legitimize and support the  
10 fraudulent, larger narrative that Walter Day and Billy Mitchell perpetuated around Billy Mitchell's  
11 gaming achievements, which has been repeated by Walter Day and Billy Mitchell so pervasively  
12 that it is now mistakenly represented as fact in numerous places, including on Billy Mitchell's  
13 public Wikipedia page.

14           18. Billy Mitchell being crowned the Video Game Player of the Century reimposed  
15 Old Twin Galaxies' eminence as the world's most important videogame score database. But that  
16 was not enough to increase the value of Old Twin Galaxies. Billy Mitchell had to remain a video  
17 game world record holder to retain Old Twin Galaxies' recognition.

David A. Tashroudian, Esq.  
**TASH LAW GROUP**  
12400 Ventura Blvd., Suite 300

Studio City, California 91604  
(818) 561-7381

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you have received this message in error, please notify the original sender immediately by telephone or by return e-mail and delete this message, along with any attachments, from your computer. Thank you.

On Fri, Jul 14, 2023 at 10:36 AM Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)> wrote:

Flippant response to a serious matter. Why are you asking me if portions were marked confidential? You were there, and you have a copy.

**Anthony J. Ellrod**

Founding Partner



801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017

Main: (213) 624-6900 | Direct: (213) 430-2612

[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com) | [manningkass.com](http://manningkass.com)

Dallas | Los Angeles | New York | Orange County | Phoenix | San Diego | San Francisco



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**From:** David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)>

**Sent:** Friday, July 14, 2023 10:34 AM

**To:** Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Cc:** Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)>

**Subject:** Re: Mitchell v. Twin Galaxies

Was the deposition marked pursuant to the protective order? I do not recall that.



Feel free to report my violation of Government Code section 69954(d) to the court reporting agency if you deem it necessary. We will buy Billy's deposition testimony twice if required.

David

David A. Tashroudian, Esq.

**TASH LAW GROUP**

12400 Ventura Blvd., Suite 300

Studio City, California 91604

(818) 561-7381

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On Fri, Jul 14, 2023 at 10:19 AM Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)> wrote:

That is a violation of the protective order. It is also a violation of Government Code section 69954(d).

We will need to bring this up with the court. Please identify all items of discovery in this litigation that you have provided to anyone.

**Anthony J. Ellrod**  
Founding Partner

# MK MANNING | KASS

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---

**From:** David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)>  
**Sent:** Friday, July 14, 2023 10:11 AM  
**To:** Anthony J. Ellrod  
**Cc:** Kristina Ross  
**Subject:** Re: Mitchell v. Twin Galaxies

Yes, to Karl Jobst's lawyer Paris Galea.

David A. Tashroudian, Esq.

## **TASH LAW GROUP**

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On Fri, Jul 14, 2023 at 10:07 AM Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)> wrote:

Hi David,

Did you or your client provide a copy of Bill Mitchell's deposition transcript to anyone?

Thanks,

Tony

**Anthony J. Ellrod**

Founding Partner

801 S. Figueroa St., 15th Floor

Los Angeles, CA 90017

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# EXHIBIT C



49 1 0

First published at 12:23 UTC on August 6th, 2023.

#SILLYBITCHELL #TWINGALAXIES #MRAWESOME



### Blast Master

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Billy has been issuing takedowns on this video's YT uploads, which is why it's mirrored here.

<https://www.bitchute.com/help-us-grow/> for more info, see Karl Jobst's recent videos on the matter.



The deposition of Billy Mitchell

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This is the deposition of lying fraud Billy Mitchell on January 9, 2023. This video will always be available on odysee.  
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### The deposition of Billy Mitchell



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250 views Aug 1, 2023

This is the full recording of the sworn deposition of Billy Mitchell, as part of his legal battle with gaming scorekeeper Twin Galaxies. This was conducted in Fort Lauderdale, Florida, on January 9, 2023. (Local time is shown on screen.)



### Cheater Billy Mitchell's Fake Story Is Falling Apart

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10 Q. So is it fair to say that there was no RCA cable  
 11 coming out of the back of the cabinet that you locked?  
 12 A. Oh, agreed, yes. That's correct.  
 13 Q. There was no cable, correct?  
 14 A. There was no cable.  
 15 Q. Got it. I just want to be 100 percent certain.  
 16 There was no RCA cable coming out of the back of  
 17 the --  
 18 A. Yes, there was no RCA cable. The only cable was  
 19 the power cable.

9:13 / 18:33 • The Evidence > [CC] [Settings] [Full Screen] [Maximize]

### Cheater Billy Mitchell's Fake Story Is Falling Apart

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Conman of the century Billy Mitchell is getting absolutely demolished in his lawsuit against Twin Galaxies. It's actually kind of impressive!

5                   Number one was the -- the accusation that  
6    you found the awards, right? Now, did you find  
7    those awards?  
8            A.    No, I did not.  
9            Q.    All right. Do you know who found those  
10   awards?  
11           A.    They were brought to me by TriForce.  
12           Q.    And that's Isaiah TriForce Johnson?  
13           A.    Correct.

Play (k) 14:29 / 19:52

### Conman Billy Mitchell Caught Faking Evidence!

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Billy Mitchell has just been caught falsifying evidence in his lawsuit against Twin Galaxies. Things are getting crazier and crazier as the trial draws near. Things are not looking good for the video game player of the century.



### Billy Mitchell And The Red Joystick Of Destiny

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Earlier this year Twin Galaxies conducted a deposition of Billy Mitchell, and it's one of the funniest things ever. Today we will look at the highlight. Billy gets caught in a massive lie, and gets completely destroyed.

Please follow me on these platforms, it really helps!

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 S. Figueroa St, 15th Floor, Los Angeles, CA 90017-3012.


On September 6, 2023, I served true copies of the following document(s) described as **NOTICE OF MOTION AND MOTION FOR AN ORDER HOLDING DEFENDANT AND DEFENDANT’S COUNSEL IN CONTEMPT; REQUEST FOR MONETARY SANCTIONS IN THE AMOUNT OF \$7,560.00; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF KRISTINA ROSS** on the interested parties in this action as follows:

David Tashroudian, Esq. Mona Tashroudian, Esq. TASHROUDIAN LAW GROUP, APC 12400 Ventura Blvd. Suite 300 Studio City, CA 91604 Telephone: (818) 561-7381 Facsimile: (818) 561-7381 Email: <a href="mailto:david@tashlawgroup.com">david@tashlawgroup.com</a> Email: <a href="mailto:mona@tashlawgroup.com">mona@tashlawgroup.com</a>  <i>Attorney for Defendants, TWIN GALAXIES</i>	Robert W. Cohen, Esq. Law Offices of Robert W. Cohen 1901 Avenue of The Stars, Suite 1910 Los Angeles, CA 90067 Telephone: (310) 282-7586 Email: <a href="mailto:rwc@robertwcohenlaw.com">rwc@robertwcohenlaw.com</a>  <i>Attorneys for Cross-Defendant, WALTER DAY</i>
--	--

**ONLY BY ELECTRONIC TRANSMISSION:** Only by emailing the document(s) to the persons at the e-mail address(es). This is necessitated during the declared National Emergency due to the Coronavirus (COVID-19) pandemic because this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission. We will provide a physical copy, upon request only, when we return to the office at the conclusion of the National Emergency.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 6, 2023, at Los Angeles, California.

  
 \_\_\_\_\_  
 Rhea Mercado