

David A. Tashroudian [SBN 266718]
Mona Tashroudian [SBN 272387]
TASHROUDIAN LAW GROUP, APC
12400 Ventura Blvd., Suite 300
Studio City, California 91604
Telephone: (818) 561-7381
Facsimile: (818) 561-7381
Email: david@tashlawgroup.com
mona@tashlawgroup.com

Attorneys for Twin Galaxies, LLC

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/03/2023 11:28 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Mayorga, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

WILLIAM JAMES MITCHELL,

Plaintiff,

v.

TWIN GALAXIES, LLC; and Does 1-10,

Defendants.

AND RELATED CROSS-ACTION

Case No. 19STCV12592

Assigned to: Hon. Wendy Chang
[Dept. 36]

**DECLARATION OF DAVID A.
TASHROUDIAN ISO OPPOSITION TO
MOTION TO DISQUALIFY**

*[Filed concurrently with: (1) Opposition to
Motion to Disqualify; (2) Declaration of Karl
Jobst; and (3) Objections to Evidence]*

Hearing

Date: November 17, 2023

Time: 8:30 a.m.

Place: Department 36

Reservation ID: 298026945777

Action Filed: 4/11/2019

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1. I am an individual over the age of 18 and I make this declaration based upon facts known to me personally to be true. I am the attorney of record for defendant and cross-complainant Twin Galaxies, LLC (“Defendant”) and I make this declaration in support of Defendant’s opposition to the motion to disqualify of plaintiff William James Mitchell (“Plaintiff”). If called as a witness to testify to the facts set forth herein, I could and would do so.

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years ago);

[3] *The Judgement and Excessive Execution of Billy Mitchell* (6.4k views, 5 years ago);

[4] *Billy Mitchell scores 1 Million pts on Donkey Kong* (4.2k view, 5 years ago);

[5] *Breaking Down the Billy Mitchell Dispute* (7.8k views, 5 years ago);

[6] *PAC-MAN 35th Anniversary: Billy Mitchell shows Toru Iwatani Lv. 255 Invincible Run* (210k views, 8 years ago);

[7] *The Invisible War: Billy Mitchell "The Return of the King of Kong"* (2k views, 3 years ago);

[8] *PACMAN Legend Billy Mitchell Accused for being a Fraud! Again?* (11k views, 6 years ago);

[9] *OG's of eSports: The 1st Generation by Walter Day and Billy Mitchell* (1k views, 6 years ago);

[10] *Kong Off 6 Billy Mitchell Dispute Panel* (10k views, 5 years ago);

[11] *What its like to Chill with Billy Mitchell* (3k views, 4 years ago);

[12] *Introducing Valkyrie Arcana to Gaming Legend Billy Mitchell* (2.1k views, 4 years ago);

[13] *TriForce's Adventure with Walter Day and Billy Mitchell at SFGE* (2.6k views, 6 years ago);

[14] *Blocks and Barrels with TriForce Feat. Billy Mitchell #1* (1.9k views, 3 years ago);

[15] *Behind the Scenes with Billy Mitchell CNN Interview* (489k views, 8 years ago);

[16] *OG's of eSports: 1 on 1 with Billy Mitchell* (6.8k views, 6 years ago); [17] *Billy Mitchell 20th Anniversary Perfect Pacman (1999 - 2019)* (1.3k views, 4 years ago);

[18] *@KTVOTv - Meet Your Destiny eSports Event: Featuring Walter Day, TriForce Johnson and Billy Mitchell* (867 views, 4 months ago);

[19] *LIVE Reaction to Billy Mitchell getting 1,050,000... AGAIN!* (14k views, 4 years ago);

[20] *The Invisible Wars: Featuring Billy Mitchell* (1.2k views, 6 years ago);

[21] *THE GODS ARC: Elder God Billy Mitchell at Kong Off* (1.4k views, 12 years ago);

1 [22] *Q & A - on Billy Mitchell's Verdict from Twin Galaxies* (3.3k views, 5 years ago);
2 [23] *PAC-MAN 35th Anniversary: Cookie eating contest feat. Billy Mitchell & Walter Day*
3 (1.2k views, 8 years ago); and,
4 [24] *Taking Anna to Visit Billy Mitchell* (2.5k views, 4 years ago.)

5 7. TriForce moderated an hour long panel in March 2018 in Banning, California
6 where he, Plaintiff, Walter Day, and Carlos Pineiro defended Plaintiff and discussed Team Billy's
7 technical efforts to exonerate the accused cheater. TriForce later submitted a declaration in
8 opposition to Defendant's anti-SLAPP motion calling Mr. Pineiro a liar for claiming that he shared
9 a hotel room with Plaintiff during the trip.

10 8. TriForce also negotiated the settlement of a defamation claim by Plaintiff against
11 Benjamin Smith, also known as Apollo Legend. Plaintiff posted a video to his YouTube channel
12 with screenshots of TriForce's July 4, 2020 negotiations with Mr. Smith where TriForce says
13 "you're not the target and I'll get Billy's stubborn ass to move forward with this agreement," "I
14 hear that you're depressed," and he goes on to callously suggest suicide by saying "don't go killing
15 yourself now." [See Compendium of Evidence, Exh. S.] Mr. Smith tragically took his own life in
16 December 2020. Mr. Smith is not the only person who committed suicide after Mr. Mitchell sued
17 for defamation. Jeff Harrist, the moderator of the *Donkey Kong* Forum website took his own life
18 after being sued for defamation for removing Plaintiff's scores from the site's high score list.

19 9. Plaintiff also used TriForce in this case in an attempt to temper evidence against
20 him. The strongest evidence Defendant has in this case to negate actual malice is an April 5, 2018
21 text message from Plaintiff to Jace Hall (Defendant's Head Custodian of Records) where Plaintiff
22 explicitly tells Mr. Hall that Carlos Pineiro is Plaintiff's technical lead and he asks Defendant for
23 more time for Mr. Pineiro to complete his investigation. Defendant submitted that text message
24 in support of its anti-SLAPP motion to show that it did not have actual malice when it determined
25 that Plaintiff's *Donkey Kong* score performance at issue were not from original arcade hardware.
26 The argument is that Defendant relied on Plaintiff's expert Carlos Pineiro's ultimate findings that
27 the scores were not legitimate. Defendant cited Carlos Pineiro's conclusion in the statement it is
28 being sued for and that fact supports this argument. Realizing how damning the text message was

1 to his case, Plaintiff made the spurious claim in his declaration in opposition to the anti-SLAPP
2 motion that he “called” Jace Hall later on the day of April 5, 2018 and told him the text message
3 was sent in error. Plaintiff was asked in discovery to produce his telephone records to substantiate
4 that call but could not because the call never happened. So what did he do? He changed his story
5 to claim that he made an untraceable three-way call from TriForce’s Skype account with TriForce
6 secretly on the line to Jace Hall. Unbelievable. It is like this case is unfolding in one of Plaintiff’s
7 movies – which to some extent it is.

8 10. TriForce again appears in this case during plaintiff January 9, 2023 deposition.
9 Plaintiff produced documents in this matter showing he was in communication with Mr. Johnson
10 during his actual deposition on January 9, 2023 – likely to make sure the pair keep their stories
11 straight. This begs the question of what they were talking about during his deposition.

12 11. The most important and suspicious aspect of TriForce’s involvement in this case
13 concerns his On June 23, 2023, TriForce is caught on security camera entering the Bridge View
14 Center with a trash bag full of Plaintiff’s awards – the same awards Plaintiff claims he donated to
15 either Brian Cady or Jerry Byrum in 2010 and that he has refused to produce in this case. TriForce
16 is then caught on security camera going into a back room with a high school E-sports coach named
17 John Grunwald where the two lay the awards on the floor and take pictures of the awards with
18 Plaintiff on speakerphone. TriForce then returned to his hotel room at the AmricInn in Ottumwa,
19 Iowa and proceeded to take photos of the awards on a desk in his room. He then sends Mr.
20 Grunwald a message on Facebook Messenger stating that Plaintiff wants him to send the hotel
21 room picture of the awards to the general manager for the Bridge View Center stating that the
22 awards were found. Grunwald did so.

23 12. Plaintiff produced the hotel room picture to Defendant on June 26, 2023. This
24 picture of Plaintiff’s awards taken by TriForce in his hotel room is the only picture that Plaintiff
25 has produced in this matter of any of his video game awards and it shows awards that are different
26 from the only one award in the public domain. When Plaintiff produced the picture to Defendant,
27 he and his attorneys misrepresented the location of the awards and the provenance of the picture.
28 Defendant’s counsel astutely determined that TriForce took the picture of the awards by linking a

1 YouTube video appearing on a laptop in the picture to TriForce. Defendant's counsel then
2 prepared an *ex parte* application to force production of the awards because it was concerned that
3 TriForce would secrete the awards away to Jamaica. Defendant gave notice of the application to
4 Plaintiff's counsel on July 6, 2023 and the parties met and conferred about the location of the
5 awards and this is where Plaintiff's counsel lied to Defendant's counsel. On July 6, 2023,
6 Plaintiff's counsel misrepresented to me that the "plaques are at the Bridgeview Center in Iowa"
7 and that "Mr. Grunwald was the one that located and took the picture of the plaques."

8 13. Plaintiff's counsel should have known on July 6, 2023 that her statement was
9 untrue. If she believed the statement was true it is because her client Mr. Mitchell lied to her. Mr.
10 Mitchell knew as of June 23, 2023 that the plaques were not found by Mr. Grunwald – he was on
11 the phone when TriForce took the plaques to Grunwald and the pair took pictures of the plaques.
12 He also knew as of June 26, 2023 that the plaques and awards were not at the Bridge View Center,
13 because the story goes that TriForce took the plaques with him on a plane to Plaintiff's hometown
14 in Fort Lauderdale, Florida on June 26, 2023 with the intention of delivering the awards to Mr.
15 Mitchell, but he could not do so because he arrived too late and Mr. Mitchell could not meet him
16 at the airport despite the fact that TriForce's flight to Jamaica left from Fort Lauderdale at 10 a.m.
17 The story get even more suspicious when Plaintiff's counsel represented to this Court in a July 20,
18 2023 IDC statement that the awards were mailed by TriForce across the country to Jerry Byrum
19 in Iowa. The story makes little sense considering Plaintiff, the intended recipient, lives only miles
20 away from the Fort Lauderdale and the awards were not sent to him. Plaintiff's counsel knew or
21 should have known all of this because it happened two weeks before she made her
22 misrepresentations on July 6, 2023. If she did not know it is because her client lied to her about
23 the whole series of events.

24 14. Jerry Byrum is Plaintiff's long-time business associate, friend, and fellow member
25 of the International Video Game Hall of Fame. In the mid-1980s, Jerry Byrum was the manager
26 of the Twin Galaxies arcade owned by Plaintiff. I know this fact because I discovered it in my
27 investigation of this case and through the depositions in this matter. I also reviewed historical news
28 articles from Ottumwa, Iowa which tell the story of Jerry Byrum operating Mr. Mitchell's arcade

1 in Ottumwa. The article mentioned Mr. Byrum, Mr. Mitchell and had a picture of Walter Day. A
2 true and correct copy of the article from the Ottumwa Courier is attached hereto as Exhibit B.

3 15. Mr. Byrum and Plaintiff organized a business on March 14, 1996 in Iowa called
4 North American Amusement Auction, LLC. I know this fact because I have reviewed the records
5 for this company on the Iowa Secretary of State's website and discovered that Mr. Mitchell and
6 Mr. Byrum are organizers of the company.

7 16. Continuing with the theme of denial of provable facts, Plaintiff denied that he is
8 a director of the International Video Game Hall of Fame but the facts developed in discovery show
9 that he is currently a director of the organization and has been since 2010 and Jerry Byrum is the
10 president. It should be noted that Walter Day is the founder of the organization.

11 17. I have reviewed the discovery documents in this matter and the documents
12 submitted in support of all of the motions in this matter and I have seen Jerry Byrum refer to me
13 as a "snake," an "idiot," an "obsessed stalker," and most flattering of all a "piece of shit." He even
14 published my personal cell phone number in his declaration supporting this motion. He has also
15 been a hostile witness.

16 18. Mr. Byrum appeared at deposition pursuant to subpoena but flippantly refused to
17 produce any documents despite be commanded to do so. He testified at deposition that he was
18 never given any awards by Billy Mitchell and that he organization does not have any of Mr.
19 Mitchell's awards despite the fact that Plaintiff swore in his discovery responses that he donated
20 his awards to Mr. Byrum and the International Video Game Hall of Fame.

21 19. Plaintiff's story about the location of the awards changed after Mr. Grunwald's July
22 20, 2023 deposition where Mr. Grunwald categorically denied finding the plaques and testified
23 that the awards were brought to him by TriForce. The story changed from John Grunwald finding
24 the awards to TriForce finding the awards at Jerry Byrum's arcade and mailing them back to Mr.
25 Byrum from Florida when Plaintiff could not pick TriForce up from the airport. The CCTV
26 footage from the Bridge View Center shows that TriForce never left the Bridge View Center to go
27 to Mr. Byrum's arcade to find the awards. But Plaintiff and his camp had to invent the story and
28 they did.

1 20. After the story was invented and conveyed to me for the first time in Plaintiff's July
2 20, 2023 IDC statement that the awards were found in Jerry Byrum's arcade and mailed to Mr.
3 Byrum from Florida, I did what any good lawyer would do and contacted the hostile witness to
4 learn the truth. I did so because Mr. Byrum was served previously with a subpoena to produce the
5 awards which he claimed he did not have. Now that he allegedly had the awards, it was only
6 good practice for to contact the witness to determine if he would comply with the subpoena in the
7 interests of justice. Mr. Byrum of course refused because the whole story is nonsensical and never
8 happened.

9 21. I contacted Mr. Byrum – a percipient witness – about the location of the falsified
10 evidence. I contacted Mr. Byrum by text message on July 20, 2023, the day he learned of the story
11 that Mr. Byrum was in possession of the plaques. My text message conversation with Mr. Byrum
12 on July 20, 2023 lasted 5 minutes from 7:44 p.m. to 7:49 p.m. The next contact I had with Mr.
13 Byrum was on July 22, 2023 and that text message conversation lasted for 56 minutes from 3:11
14 p.m. to 4:07 p.m. The next contact I had with Mr. Byrum was on July 23, 2023 which lasted 12
15 minutes from 2:10 p.m. to 2:22 p.m. The final contact I had with Mr. Byrum was on September
16 7, 2023 where I sent Mr. Byrum Defendant's motion for terminating sanctions which incorporated
17 much of Mr. Byrum's deposition testimony.

18 22. Plaintiff has had his son sit in on almost every single one of the dozen remote
19 depositions that have taken place in this case. His son is ostensibly a Manning & Kass law clerk
20 but there is absolutely no evidence in the record of this supposed fact. That aside, the son never
21 identifies himself at deposition and instead appears remotely as "Billy Mitchell" with his camera
22 turned off. Plaintiff, the father, also appears as "Billy Mitchell" with his camera turned off during
23 the majority of the deposition. I routinely ask Plaintiff's counsel who it is that is appearing as
24 "Billy Mitchell" and Plaintiff's counsel refuses to identify the participants on the record. They do
25 this to give the appearance that the son is the father so the son can sit in and gather evidence for
26 his dad.

27 23. My recollection is that Plaintiff appeared at Mr. Byrum's deposition from his car
28 and it appeared that he was driving. Mr. Byrum denied at deposition sharing text messages

1 between him and myself with Plaintiff and his son. However, during the deposition, and while
2 Plaintiff's counsel Ms. Ross was obviously sharing her entire screen, a message popped up from
3 "Billy Mitchell" stating that Mr. Byrum had told me that he had seen Plaintiff's awards. The only
4 way for "Billy Mitchell" to know that is for Mr. Byrum to have told him.

5 24. I know from my review of the discovery in this case that Plaintiff's son has been
6 spearheading Plaintiff's prosecution of his dad's claim by being actively involved in almost every
7 facet of this case. I also know from my review of the discovery in this case that that
8 communications that come from Plaintiff in this case are often incomprehensible and
9 unintelligible.

10 25. Walter Day testified at his deposition on June 26, 2023 that Billy Mitchell showed
11 him a picture of the NAMCO awards the week prior. I questioned Mr. Day about what the awards
12 looked like and at that point Mr. Day's attorney improperly instructed his client not to answer.
13 This was the first time any picture of Mr. Mitchell's NAMCO awards was even acknowledged to
14 exist in this litigation. Prior to Mr. Day's deposition, Mr. Mitchell had refused to produce any
15 pictures of the awards claiming that none existed and he refused to produce the award itself
16 claiming he had donated it to his buddy Jerry Byrum. And when Mr. Day testified that a picture
17 did exist, I aggressively questioned Mr. Day about the award but his questions were blocked.

18 26. I provided only three of the dozen depositions to third party Karl Jobst – an
19 Australian that Plaintiff is also suing for defamation. I provided Mr. Jobst with Plaintiff's
20 deposition and the depositions of Valerie Saunders and Josh Ryan. Plaintiff's deposition is rife
21 with verifiable untruths and is helpful in attacking credibility in the Australia matter.

22 27. The picture that was allegedly withheld was taken on July 13, 2007 the night before
23 at the convention's 80's Arcade Night event. I know the picture was taken on July 13, 2007
24 because I checked the photographs metadata and that data indicated that the photograph was taken
25 on July 13, 2007 at 11:33 a.m. with a Nikon D200 camera. I used my computer's operating system
26 to access the metadata for the photograph.

27 28. I spoke with the attorney for the Florida Association of Mortgage Professional and
28 he told me that Plaintiff was provided with pictures from the 2007 convention on n December 22,

2022 – weeks prior to his January 9, 2023 deposition. He told me that Plaintiff served the Florida Association of Mortgage Professionals with a subpoena for pictures of himself at the convention. This subpoena was never served on me.

29. I produced his communications with all of witnesses below to Plaintiff's counsel on May 22, 2023 after I was ordered to do so at the parties' informal discovery conference. I produced communications with Carlos Pineiro (RQP 16) and marked those documents with Bates stamp numbers 7443-7468. I produced communications with Steven Kleisath (RQP 58) and marked those documents with Bates stamp numbers 7877-7884. I produced communications with Robert Mruczek (RQP 26) and marked those documents with Bates stamp numbers 6261-6315. I produced communications with Chris Gleed (RQP 23) and marked those documents with Bates stamp numbers 7526-7539. And lastly, I produced communications with Dwayne Richard (RQP 14) and marked those documents with Bates stamp numbers 7433-7442.

30. Dean Preston and Steve Harris are in no way connected to this case – they are not witnesses that any of the parties identified in discovery as having knowledge of any claims or defenses

31. On, or about June 7, 2023, I spoke with Robert Childs's attorney. He told me that Mr. Childs is willing to appear at his deposition in this case and he is willing to fly to California and incur the expenses to do so. Attached to this declaration as Exhibit C is a true and correct copy of my June 7, 2023 correspondence with Mr. Childs' attorney where the attorney acknowledges that Mr. Childs is willing to sit for deposition.

32. I visited TriForce's Twitter page on November 3, 2023 and I saw that on July 31, 2023, TriForce asked on his Twitter page that "Why would it be hard to depose me?" He made this comment in response another comment stating that Billy Mitchell is using foreign nationals to fabricate evidence so they cannot be deposed. A true and correct copy of Mr. Johnson's Twitter account from July 31, 2023 is attached to this declaration as Exhibit D.

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1 I declare under penalty of perjury of the laws of the State of California that the foregoing
2 is true and correct. Executed this third day of November, 2023 at Los Angeles, California.

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EXHIBIT A

1 Anthony J. Ellrod (State Bar No. 136574)
aje@manningllp.com

2 Natalya Vasyuk (State Bar No. 307419)
ndv@manningllp.com

3 Linna Loangkote (State Bar No. 287480)
lil@manningllp.com

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

5 801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012

6 Telephone: (213) 624-6900

7 Facsimile: (213) 624-6999

8 Attorneys for Plaintiff, WILLIAM JAMES
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**

11
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

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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 

18 By: 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 

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

ORDER

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

IT IS SO ORDERED.

Dated: 10/26/2022



A handwritten signature in black ink, appearing to read "Wendy Chang".

Wendy Chang / Judge
THE HONORABLE WENDY CHANG

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

EXHIBIT B

Three-dimensional 'video' game comes to Ottumwa

Free tryouts during Crazy Day

By TINA PETERSON
Courier staff writer

The Warlord is coming to town, and if Jerry Byrum has his way, gang members will spring up in Ottumwa.

Byrum is the manager of Twin Galaxies, a video arcade that has pushed the game board into the third dimension with Warlord, a laser maze tag game.

The game debuts today and people can play for free during Crazy Day.

"Three-quarters of the video game arcade has been converted into a winding maze with blinking lights and hidden passages," said Walter Day, score keeper and game consultant.



Walter Day

After today, a one-time, \$5 registration fee will allow teams or individuals to keep a continuous score, with awards being given to the top players each month.

Players wear vests and cloth miners caps with targets that are set off by a direct hit from a laser gun.

The dark maze is made of plywood walls nearly 8-foot high. Hid-

den in the bends are 12 stations where players must pick up markers, without getting "shot" more than five times.

Players can compete in three different scenarios, all with the same basic goal — to collect all the markers without "dying."

Points are totalled by counting the number of markers collected and subtracting the number of times the player was shot.

"They can even go in the hole," Byrum said.

Status level cards are awarded to members as their point totals climb, and they compete for a position in the triune — the top three players.

Byrum described it as a game of "strategy." There's no room for running.

Byrum said Warlord leagues are forming four-member teams.

Members will pay \$1.50 to play the game. The charge for non-members will be \$2.

But Byrum said there is no time limit for the game. Players can stay in the maze until they are killed.

Laser mazes have become popular in the metropolitan cities, but Day said Ottumwa is the first rural community to have a maze.

Twin Galaxies is owned by Bill Mitchell Jr. of Ft. Lauderdale, Fla. He is the creator of a complete line of video games, including Centipede.

The Ottumwa arcade received national attention about five years ago as the center for world video game scores.

EXHIBIT C

From: mbc@markbcarroll.com
Subject: Re: Deposition of Robert Childs
Date: June 7, 2023 at 1:37 PM
To: David Tashroudian david@tashlawgroup.com



My client will agree to talk off the record with Mr. Hall if you agree to no video/zoom of his deposition.

We will be incurring expenses and effort to be deposed in Los Angeles.

My client might still appear for trial if it could be arranged by ZOOM and there was protection from the Court

or parties that no video would be created. As my client wants to stay out of the internet video hoopla

I think the Court would honor our request. I am not asking for protection from the trial but just no video or zoom

for Robert's deposition. Let me know, thanks

Quoting David Tashroudian <david@tashlawgroup.com>:

Good afternoon Mark -

Thank you for the call yesterday. I am still mulling the idea of taking Mr. Childs' deposition without a video. That is a tough call for me because if he does not appear at trial, we will have a cold transcript instead of live testimony. I will let you know this week what our position is.

On a different note, my client would like to chat with Mr. Childs off-the-record for his own edification. Maybe that will inform our decision on whether to even drag Mr. Childs into this mess. Is Mr. Childs willing to have a chat with Mr. Hall?

Please let me know.

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.

Mark B Carroll, Esq.

Mark B. Carroll P.A.

Florida Bar Board Certified

in Civil Trial Law **1999-present**

American Board of Trial Advocates-**AROTA**

American Board of Trial Advocates (ABOTA)

Member of Washington DC Bar
Member of West Virginia Bar
Florida Circuit/Civil Mediator

633 S Andrews Avenue
Suite 203
Fort Lauderdale, FL 33301
954-463-0585/954-463-0595
954-767-9461(fax)
mbc@markbcarroll.com

EXHIBIT D



TriForce GameMaster @EMPTriForce_GM · Jul 3

There are some days in the history of competitive gaming we now call eSports that will never be forgotten. One of those days is today. July 3rd, 2023 makes 24 years to date for the Perfect Pac-Man score set by @BillyPacman. Congrats to the Gamer/Player of the 20th Century!



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1.1K



Applehack @Applehack97 · Jul 29

don't try to put that hack into the esports world, he has nothing to do with it, he's a fraud and that "award" is a lie like everything he has done

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104



UncleBob @TheUncleBob · Jul 29

@Comrade_Zoro Be sure to watch @karljobstgaming's latest video where Tryhard Johnson here shows up. m.youtube.com/watch?v=wu9Vex...

Mitchell is losing his lawsuit so badly he's now pulling in citizens of other countries to make it harder for the opposition to depose them.



youtube.com

Conman Billy Mitchell Caught Faking Evidence!

Join Dislyte today: <https://dislyte.mobi/KarlJobst>

Begin your epic journey through a captivating serie...

2

2

104



TriForce GameMaster

@EMPTriForce_GM

Why would it be hard to depose me?

12:06 AM · Jul 31, 2023 · 81 Views

1



PROOF OF SERVICE

Case No. 19STCV12592

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is **TASHROUDIAN LAW GROUP, APC**, located 12400 Ventura Blvd., Suite 300, Studio City, California 91604. On November 3, 2023, I served the herein described document(s):

DECLARATION OF DAVID A. TASHROUDIAN ISO OPPOSITION TO MOTION TO DISQUALIFY

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Woodland Hills, California addressed as set forth below.

X E-File - by electronically transmitting the document(s) listed above to tony.ellrod@manningkass.com & rwc@robertwcohenlaw.com pursuant to an agreement of the parties.

Anthony J. Ellrod *tony.ellrod@manningkass.com*
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012

Attorneys for Plaintiff
WILLIAM JAMES MITCHELL

Robert W. Cohen *rwc@robertwcohenlaw.com*
Law Offices of Robert W. Cohen, APC
1901 Avenue of the Stars, Suite 1910
Los Angeles, CA 90067

Attorneys for Cross-Defendant
WALTER DAY

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 3, 2023 at Woodland Hills, California.



Mona Tashroudian