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 Superior Court of California,  
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 David W. Slayton,  
 Executive Officer/Clerk of Court,  
 By A. Lopez, Deputy Clerk

Attorneys for Plaintiff, WILLIAM JAMES MITCHELL

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

WILLIAM JAMES MITCHELL,

Plaintiff,

v.

TWIN GALAXIES, LLC,

Defendants.

**Case No. 19STCV12592**

[Hon. Hon. Wendy Chang, Department 36]

**PLAINTIFF’S REPLY BRIEF IN  
 SUPPORT OF MOTION TO  
 DISQUALIFY DAVID A. TASHROUDIAN  
 AND THE TASHROUDIAN LAW  
 GROUP, APC FROM FURTHER  
 REPRESENTATION OF DEFENDANT  
 TWIN GALAXIES, LLC.**

Date: November 17, 2023  
 Time: 8:30 a.m.  
 Dept.: 36

*Trial Date: 1/26/2023*

TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff WILLIAM JAMES MITCHELL (“Plaintiff”) hereby submits this Reply Brief in support of his Motion to Disqualify David A. Tashroudian and the Tashroudian Law Group, APC from further representation of Defendant Twin Galaxies, LLC (“Defendant”).

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## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. INTRODUCTION**

Similar to Defendant's counsel's rhetoric during numerous court proceedings, Defendant's opposition is in large part an obsessed discussion of what Mr. Tashroudian believes is a conspiracy to fabricate evidence, and his crusade to expose the truth. Much of the argument seems to be that Mr. Tashroudian's actions, including admitted violations of California law, are justified because they are in furtherance of the crusade to expose this fraud.

Defendant's opposition does not deny the bulk of the facts laid out in Plaintiff's Motion to Disqualify Mr. Tashroudian. Instead, Defendant attempts to paint the facts as pure zealous advocacy by Mr. Tashroudian, mischaracterization of the clear record by Plaintiff, and feign ignorance of the law and ethical standards that an attorney must uphold. Mr. Tashroudian has engaged in a pattern of behavior including a history of violating discovery orders and California law and even so far as providing confidential information to third parties to disseminate on the internet. As laid out in the Motion, Mr. Tashroudian's conduct has made it clear that he cannot remain as counsel in this matter.

### **II. ARGUMENT**

#### **A. Walter Day's Deposition Transcript Was Marked Confidential Pursuant to the Protective Order**

The Protective Order in this case is the Los Angeles Superior Court's model protective order and is clear. Plaintiff properly marked Mr. Day's deposition transcript as confidential and Mr. Tashroudian knows it. Indeed, Mr. Tashroudian met and conferred as to specific portions of the deposition transcript that he wanted to use in Defendant's motion to compel and for terminating sanctions. Mr. Tashroudian even went so far as to meet and confer multiple times as he had difficulty lodging the exhibit of Mr. Day's transcript as sealed under the protective order. Plaintiff advised Mr. Tashroudian to comply with the protective order protocol. Declaration of Kristina Ross "Ross Decl." ¶ 2; Exh. A. Instead, Mr. Tashroudian decided to file portions of the confidential transcript as a normal exhibit to his reply brief. Ignoring the protective order and his obligations there under.

Now, when under fire for his conduct, Mr. Tashroudian claims that because Plaintiff did not identify more specific portions of the testimony as highly confidential, the marking of the entire

1 deposition as confidential evaporated. However, that is contrary to the plain language of the  
2 Protective Order. It is not reasonable to interpret the language of the Protective Order to mean that  
3 failing to subsequently identify specific portions of the protective order somehow voids the general  
4 confidential designation. The designation remains and the Protective Order requires the non-  
5 designating party to meet and confer with objections to the designation.

6 More important is that, as noted above, Mr. Tashroudian believed it was confidential as  
7 illustrated by his meet and confer efforts. This motion is not about any single violation of law. It is  
8 about his *willingness* to violate the law if it helps his crusade to expose the “truth”.

9 Mr. Tashroudian claims that he “did not provide Walter Day’s deposition testimony to the  
10 journalist operating the website [www.perfectpacman.com](http://www.perfectpacman.com).” If not, how did he get it? Plaintiff  
11 provides no other reason or possibility as to how exactly the owner of the website received  
12 Defendant’s Motion to Compel and Request for Terminating Sanctions **without the Court’s file**  
13 **stamp** unless Mr. Tashroudian or his client provided it to him. Furthermore, Mr. Tashroudian has  
14 admitted to providing the owner of this website with discovery and other materials throughout this  
15 case and went so far as to withhold production of communications with the owner on the basis of  
16 work-product privilege. Ross Decl. ¶ 3.

17 Thus, the only reasonable inference here is that Mr. Tashroudian or his client provided the  
18 owner of the website with Defendant’s motion, including the portions of Walter Day’s confidential  
19 deposition transcript, in direct violation of the protective order.

20 **B. Defense Counsel Has Harassed Witnesses**

21 Mr. Tashroudian does not deny the conduct outlined in the motion. His defense to his  
22 improper conduct and harassment of witnesses is that he believes they are lying and he is just seeking  
23 the truth. Mr. Tashroudian has made it clear by his conduct throughout this litigation and in the  
24 opposition that he believe his search for the truth trumps his ethical duties. Instead of addressing the  
25 actual issue of his conduct, Mr. Tashroudian shrouds the opposition in irrelevant allegations,  
26 including the unfortunate suicide of unrelated parties, and again details his belief regarding the  
27 allegedly fake plaques as the basis for his harassment.

28 ///

Defendant's discussion of communications with Mr. Johnson is telling. He states that Mr. Johnson is committing fraud on the court as though it is a fact, and that justifies harassing him to get to the truth.

"This is why Defendant's counsel reached out and "harassed" TriForce. Defendant's counsel was searching for the truth from a percipient witness *who is so intimately tied to Plaintiff that he would participate in fraud on this Court. That is what is going on here in no uncertain terms. Plaintiff and TriForce are committing fraud on this court* by staging the discovery of the plaques and secreting them away and keeping Defendant from examining the same to prove that the plaques are different from the only one ever displayed in public by Plaintiff. If Defense counsel cannot zealously advocate for his client by contacting an unrepresented witness to ensure that his client has a fair trial without the fear of being disqualified, justice will never be achieved." Opp. 10:3-10, emphasis added.

Moreover, the communications to Mr. Byrum were after Defendant took Mr. Byrum's deposition via subpoena and chose not to try to enforce the subpoena. Mr. Byrum testified that he did not look for the plaques or any documents requested in the subpoena. Instead of using legal means to get the "truth" that he so desperately seeks, Mr. Tashroudian decided to harass the witness via text messages. Mr. Tashroudian's defense is that it was only 77 minutes of texting. However, he fails to address the fact that many of the messages were sent **after** Mr. Byrum demanded that Mr. Tashroudian stop harassing him and stop messaging him. In fact, the text messages show that Mr. Byrum stops responding, while Mr. Tashroudian continued to send messages again and again.

Again, Defendant's discussion of his communications with Mr. Byrum are telling. They show that Mr. Tashroudian believes that because Mr. Byrum is associated with Mr. Mitchell his harassment is excused.

"Defendant's *counsel's "harassment" of Jerry Byrum is not for amusement. It is to uncover the truth* in the incestuous marsh that Plaintiff and Jerry Byrum wade in. To start, Jerry Byrum has referred to Mr. Tashroudian as a "snake," an "idiot," an "obsessed stalker," and most flattering of all a "piece of shit." (Opp. 10:21-24 emphasis added.)

Defendant takes the absurd position that Mr. Tashroudian did not threaten Mr. Byrum with prosecution, while at the same time saying he hoped that knowledge of the criminal code would "compel" Mr. Byrum to tell the truth.

"At no time did Mr. Tashroudian threaten Mr. Byrum. To the contrary, Mr. Tashroudian clearly tells Mr. Byrum that: "I am an ethical person and am not threatening you with prosecution. I just hope that knowing this *will compel you to do the right thing and comply* with the subpoena in the interests of Justice." (Opp. 12:13-16.)

1 Obviously knowledge of the criminal code does not “compel” a witness to “do the right  
2 thing”. It is fear of prosecution that “compels”.

3 As detailed in the Motion and the compendium of evidence. Mr. Tashroudian’s  
4 communications with unrepresented third parties goes beyond the bounds of zealous advocacy as  
5 he continues to message and email these third parties **after** being asked by the third parties to leave  
6 them alone. The evidence is clear and not misconstrued. Nor is it denied by Defendant or Mr.  
7 Tashroudian.

8 Moreover, Mr. Tashroudian’s harassment and improper conduct has led to Plaintiff’s  
9 inability to have third party witnesses appear for deposition and in Mr. Byrum’s case retrieve  
10 evidence. Mr. Tashroudian claims that Mr. Childs’ is willing to be deposed and stated so in June  
11 2023; however, the June 2023 email conveniently does not include Plaintiff’s counsel. In fact, the  
12 last communication Plaintiff’s counsel had from Mr. Child’s counsel was on May 24, 2018 in an  
13 email thread with Mr. Tashroudian in which Mr. Child’s attorney unequivocally stated that “Robert  
14 does not want to participate and will agree to both parties that he will not appear for trial so there is  
15 no potential surprise at trial to anyone.” Ross Decl.¶ 4, Exh. B.

16 Furthermore, the June 2023 communications discussed in the Opposition were before the  
17 harassment of Mr. Johnson and Mr. Byrum, and before the deposition of Walter Day was published  
18 and no deposition of Mr. Childs has been scheduled. Therefore, Plaintiff’s point still stands that Mr.  
19 Childs refuses to be involved in this litigation out of fear and want to “stay out of the internet video  
20 hoopla.” Ross Decl.¶ 4, Exh. B.

21 As to Isiah Triforce Johnson, his declaration is clear that he does not want to voluntarily sit  
22 for deposition.

23 **C. Defense Counsel Attempted to Question Witnesses on Inadvertently Disclosed**  
24 **Privileged Communications**

25 The Motion clearly states and details, along with the supporting evidence of Mr. Byrum’s  
26 deposition transcript, that there was an inadvertent disclosure of a privileged communication and  
27 Mr. Tashroudian directly asked a witness about said communication.

28 ///

1 Despite knowing his ethical duties, Mr. Tashroudian refuses to follow them and apparently  
 2 cannot control himself. Mr. Tashroudian claims he did not question the witness about the  
 3 communication despite the record being clear that his question started with “the message said that  
 4 [. . .].” Again, Mr. Tashroudian deflects on his actual conduct and claims that nothing he did was  
 5 “untoward” as he believed the witness to be lying and simply could not forget he saw the message.  
 6 Opp. at p. 13.

7 Mr. Tashroudian’s feigned reasonable basis that the communication was from Plaintiff’s son  
 8 and not Plaintiff himself is not of importance as the second he saw the name “Billy Mitchell” pop  
 9 up on Plaintiff’s counsel’s screen he should have ignored it and not read the portion of the message  
 10 shown in the notification preview. Mr. Tashroudian has been advised, in writing and orally, multiple  
 11 times that Plaintiff’s son is a law clerk for Manning & Kass and thus he knows that any  
 12 communications are privileged. Whether the communication came from Plaintiff or his son who is  
 13 working as a law clerk for Plaintiff’s counsel, Mr. Tashroudian knew the communication was an  
 14 inadvertently disclosed privileged communication.

15 Mr. Tashroudian attempts to curtail his own culpability of unethical conduct by alleging that  
 16 he does not know who is on the deposition as both Plaintiff and his son appear. This is then  
 17 contradicted by his own statement of seeing Plaintiff on camera in his car. Opp. 13:19-20.  
 18 Furthermore, Plaintiff’s counsel has had Plaintiff and his son identified on the record when requested  
 19 by the court reporter and has told Mr. Tashroudian every time asked that Plaintiff is appearing under  
 20 the “Bill Mitchell” zoom name and Plaintiff’s son is under the “Billy Mitchell” zoom name. Ross  
 21 Decl. ¶ 5.

22 Finally, Defendant once again attempts to justify the behavior through an “ends justify the  
 23 means” argument.

24 “Mr. Tashroudian did nothing untoward. ***It is clear that Mr. Byrum was lying*** to Mr.  
 25 Tashroudian about sharing their communications with Plaintiff and his son ***as exposed by***  
 26 ***the communication that appeared on the screen***. How was Mr. Tashroudian supposed to  
 forget he saw the message and ignore that fact?” Opp. 13:25-28 (emphasis added).

27 Whether the communication he saw pop up was from Plaintiff or a member of the firm  
 28 representing Plaintiff, Mr. Tashroudian knew the communication was privileged. However, his

1 obsession with this case and exposing the “truth” prevented him from acting ethically. Again, it is  
2 important to remember that this motion is not based upon once action by Mr. Tashroudian, but on a  
3 pattern and practice that illustrates that he is unfit to act as an officer of the court in this case.

4 **D. Defense Counsel Badgered Mr. Day in Deposition**

5 Again, the Motion and record of Mr. Day’s depositions transcript are clear and show that  
6 Mr. Tashroudian continued to question Mr. Day over and over again on the same issue after Mr.  
7 Day was instructed not to answer. Mr. Tashroudian claims that due to Mr. Day’s counsel not  
8 suspending the deposition and seeking a protective order, Plaintiff cannot now allege the conduct  
9 was improper. Not only is this nonsensical but it is untrue. Moreover, throughout the deposition of  
10 Mr. Day, Mr. Day’s counsel and Plaintiff’s counsel objected to these types of lines of questioning  
11 and badgering of Mr. Day, who is known to be older and in bad health.

12 While it is true that Defendant cannot settle its claim against Mr. Day on any terms it deems.  
13 These communications are not being used as to the settlement itself but to demonstrate Mr.  
14 Tashroudian’s continued improper conduct and attempts to harass and improperly persuade  
15 witnesses to testify how he wants under the guise of truth seeking.

16 **E. Defense Counsel Improperly Disseminated Copies Of Deposition Transcripts**

17 This issue has been before the Court before and is detailed in the Motion. Mr. Tashroudian  
18 admitted in open Court and in his opposition that he disseminated copies of deposition transcripts  
19 in this matter outside of the proper channels.

20 Mr. Tashroudian’s argument here is that Plaintiff does not have standing to complain about  
21 these continued violations of California law. However, Mr. Tashroudian is not being sued for  
22 violating California law. He is being disqualified for his willingness to violate it.

23 Mr. Tashroudian is prohibited from copying and disseminating deposition transcripts under  
24 both Government Code section 69954(d) and copyright law. Therefore, the only way third parties  
25 can legally obtain copies of deposition transcripts is by requesting them from the court reporter. The  
26 plain statutory interpretation of Code of Civil Procedure §2025.570(a) is to allow the parties an  
27 opportunity to seek a protective order over the production of a deposition transcript upon notice  
28 from the court reporter that a third party is seeking to obtain a copy. Indeed, §2025.570(b)(3)



1 expressly provides that the court reporter must inform all parties that attended as well as the witness  
2 of their right to seek a protective order. No reasonable reading of the Code supports the position that  
3 the section exists solely to allow the court reporter to be paid a fee.

4 Mr. Tashroudian claims that he personally only provided Mr. Jobst with three depositions  
5 from this litigation and again deflects his culpability by holding onto the belief that it was allowed  
6 due to apparent truth seeking for an unrelated case in Australia.

7 “Mr. Tashroudian provided Mr. Jobst with Plaintiff’s deposition and the depositions of  
8 Valerie Saunders and Josh Ryan. [See Tashroudian Decl., ¶ 26, see also Declaration of  
9 Karl Jobst, ¶ 9.] Plaintiff’s deposition is rife with verifiable untruths and is thus helpful in  
10 attacking credibility in the Australia matter.” Opp. 16:23-26.

11 First, Mr. Tashroudian fails to address the issue of how it is possible that Mr. Jobst obtained  
12 the other four third party witnesses depositions. Plaintiff knows that it did not provide them and that  
13 the court reporter did not provide them as there was no notice of such. Therefore, the only logical  
14 way is that Mr. Tashroudian, or his client, provided the deposition transcripts to Mr. Jobst.

15 Second, the amount of depositions is irrelevant. Again, it is not the specific violations of law  
16 that are important. It is Mr. Tashroudian’s willingness to violate law for his cause that is important  
17 for purposes of this motion, and the violations are not even denied in the opposition – to the contrary  
18 – they are conceded. Mr. Tashroudian violated California law by disseminating the Plaintiff’s  
19 deposition transcript. Following that he was specifically directed to the applicable Code of Civil  
20 Procedures and Government Code sections making such dissemination illegal. Further, the  
21 opposition only addresses dissemination to Mr. Jobst, and avoids the fact that Mr. Tashroudian likely  
22 disseminated transcripts to other third parties, including the owner of the website  
[www.perfectpacman.com](http://www.perfectpacman.com).

23 **F. Defense Counsel Improperly Instructed Third Party Witnesses**

24 Again, Mr. Tashroudian’s argument here is that Plaintiff mischaracterizes the conduct of Mr.  
25 Tashroudian during deposition; however, the record is once again clear.

26 Mr. Tashroudian had no right to instruct a third party to not answer a question in deposition.  
27 The questions were not related to personal privacy or financial privacy of the witness. However,  
28 Mr. Tashroudian claims the instruction was proper as the question was “improper in form and



argumentative.” Opp. 17:13-14. Even if the witness was his client, Mr. Tashroudian has no basis to instruct a witness not to answer an argumentative or improper in form question and the objections should have solely been put on the record for the Court to later rule on. The fact that the third party witness was not represented by Mr. Tashroudian only makes his conduct that much more egregious.

Further, the instruction to the third party witness that he did not have to produce documents were related to communications between the witness and Mr. Tashroudian and Defendant, many of which have not been produced by Defendant in discovery despite numerous requests. Specifically, the witness testified that he communicated with Defendant on Facebook Messenger, and those communications have never been disclosed.

**G. Defendant and Defense Counsel’s Withholding of Documents in Discovery**

The Declaration of William Mitchell attached to the Motion as Exhibit B, is that of Plaintiff’s son not Plaintiff. The exhibits referenced in said declaration related to communications of Paul Dean and Steve Harris were inadvertently not attached to the declaration in the compendium of evidence. Ross Decl. ¶ 6, Exh. C. As to paragraph 11 of the declaration, there was a set of Defendant’s production of documents that was inadvertently not provided to Mr. Mitchell and those documents reflected the communications with third parties that Mr. Tashroudian was ordered to produce. Plaintiff and Plaintiff’s counsel apologize and retract the claim to the contrary. Ross Decl. ¶ 7.

As to the Florida Mortgage Brokers’ photographs, Mr. Tashroudian attempts to use the semantics of the photographs being taken on July 13, 2007 instead of July 14, 2007 as a reasonable basis to withhold the documents. Mr. Tashroudian’s only evidence for this claim is the self-serving statement that the “metadata” on his computer says this and attaches no documents in support of this statement. More importantly, the requests sought documents supporting Defendant’s claim that Mr. Mitchell arranged for a live performance at the mortgage brokers convention. To claim that photos of Mr. Mitchell at the convention and in front of a Donkey Kong machine are not responsive because they were taken the day before he actually achieved the score is ludicrous.

Defendant argues that because Plaintiff’s counsel subpoenaed the records from the Florida Mortgage Brokers prior to the deposition, Plaintiff should not have been surprised. This point is irrelevant. Again, it is not the failure to produce that is at issue in this motion. It is the improper

tactics that Mr. Tashroudian engaged in to achieve “justice” that is at issue here. The subpoena went to Mr. Tashroudian’s old address by clerical error. The result is that Defendant did not know that Plaintiff had subpoenaed the records at the time Defendant failed to produce them. Thus, Defendant cannot use that as a basis for its failure to produce. All the facts point to the conclusion that, as Mr. Jobst states puts it in his YouTube video, Defendant was “waiting silently, waiting patiently, until the time was right to unleash the photos onto the world” at Mr. Mitchell’s deposition.

Mr. Tashroudian argues that there is no evidence that there are further communications between Defendant and third parties, including Robert Mruczek and Karl Jobst, that have not been produced. However, this could not be further from the truth.

Defendant testified under oath in deposition that Jace Hall communicated with Karl Jobst on Signal for calls and texts message. Zero documents from Signal have been produced. Moreover, as stated above, Mr. Jobst stated in his newest YouTube video on this case that he and Jace Hall communicate on Signal and that the messages are set to delete after ten minutes. This is not an automatic setting on Signal, and the app can be set up to not delete. Thus, it now appears that Defendant and Mr. Jobst are intentionally destroying evidence in this litigation, and in the Australian litigation.

Ross Decl. ¶8; Exh. D, <https://youtu.be/5D-8d1woo6U?si=ImahtYKN5LiB2OoY&t=646>.<sup>1</sup>

Additionally, as noted above, third party witness Robert Mruczek testified that he had Facebook Messenger communications with Defendant, none of which have been produced despite numerous requests.

These are just the communications that Plaintiff has found out have been withheld. It is highly possible that more communications and evidence have been withheld and/or destroyed due to Mr. Tashroudian’s failure to uphold his ethical duties.

### **III. CONCLUSION**

Mr. Tashroudian has clearly digressed from an officer of the court zealously advocating for his client to some sort of crusader with an inability to be objective or behave appropriately. Mr.

<sup>1</sup> Only a portion of Mr. Jobst’s broadcast is included so as not to burden the Court.

Tashroudian has engaged in a systematic pattern of behavior intended to prevent Plaintiff and his attorneys from effectively litigating this case and failed to uphold ethical and legal standards as a result. He has admittedly knowingly violated the laws of California. All of Mr. Tashroudian's conduct as a whole is clearly improper and unethical.

Under the circumstances, the only line that can be drawn that prevents the "continuing effect on the judicial proceedings to occur in the future" (*Chronometrics, Inc., supra*, 110 Cal.App.3d at 607) is to order that defense counsel David A. Tashroudian and the Tashroudian Law Group, APC be disqualified from any further representation of Defendant Twin Galaxies in this action.

DATED: November 9, 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 that:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California. I am an associate attorney with the law office of Manning & Kass, Ellrod, Ramirez, Trester LLP, the attorneys for Plaintiff WILLIAM JAMES MITCHELL in this action. If called upon to do so, I could and would competently testify to the following from my personal knowledge.

2. Indeed, Mr. Tashroudian met and conferred as to specific portions of the deposition transcript that he wanted to use in Defendant's motion to compel and for terminating sanctions. Mr. Tashroudian even went so far as to meet and confer multiple times as he had difficulty lodging the exhibit of Mr. Day's transcript as sealed under the protective order. Plaintiff advised Mr. Tashroudian to comply with the protective order protocol. Attached hereto as Exhibit "A" is a true and correct copy of said email thread.

3. In responses to discovery requests asking who and what documents Defendant has disseminated in this matter, Mr. Tashroudian has admitted to providing the owner of the website [www.perfectpacman.com](http://www.perfectpacman.com) also known as username Ersatz\_Cats, with discovery and other materials throughout this case and went so far as to withhold production of communications with the owner on the basis of work-product privilege.

4. In fact, the last communication Plaintiff's counsel had from Mr. Child's counsel was on May 24, 2018 in an email thread with Mr. Tashroudian in which Mr. Child's attorney unequivocally stated that "Robert does not want to participate and will agree to both parties that he will not appear for trial so there is no potential surprise at trial to anyone." Attached hereto as Exhibit "B" is a true and correct copy of said email thread.

5. Plaintiff's counsel has had Plaintiff and his son identified on the record when requested by the court reporter and has told Mr. Tashroudian every time asked that Plaintiff is appearing under the "Bill Mitchell" zoom name and Plaintiff's son is under the "Billy Mitchell" zoom name.

6. The Declaration of William Mitchell attached to the Motion as Exhibit B, is that of Plaintiff's son not Plaintiff. The exhibits referenced in said declaration related to communications

1 of Paul Dean and Steve Harris were inadvertently not attached to the declaration in the compendium  
2 of evidence. Attached hereto as Exhibit “C” is a true and correct copy of the Declaration of William  
3 Mitchell with exhibits.

4 7. As to paragraph 11 of the declaration, there was a set of Defendant’s production of  
5 documents that was inadvertently not provided to Mr. Mitchell and those documents reflected the  
6 communications with third parties that Mr. Tashroudian was ordered to produce. Plaintiff and  
7 Plaintiff’s counsel apologize and retract the claim to the contrary.

8 8. Mr. Jobst stated in his newest YouTube video on this case that he and Jace Hall  
9 communicate on Signal and that the messages are set to delete after ten minutes. This is not an  
10 automatic setting on Signal, and the app can be set up to not delete. Thus, it now appears that  
11 Defendant and Mr. Jobst are intentionally destroying evidence in this litigation, and in the Australian  
12 litigation. Attached hereto as Exhibit “D” is a true and correct copy of relevant portions of the  
13 YouTube video by Karl Jobst at <https://youtu.be/5D-8d1woo6U?si=ImahtYKN5LiB2OoY&t=646>.

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

16 Executed on this 9th day of November, 2023, at Los Angeles, California.

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18 \_\_\_\_\_  
19 Kristina Ross  
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# EXHIBIT A

## Kristina Ross

---

**From:** David Tashroudian <david@tashlawgroup.com>  
**Sent:** Tuesday, September 12, 2023 9:07 AM  
**To:** Anthony J. Ellrod  
**Cc:** Kristina Ross; rwc robertwcohenlaw.com  
**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]  
**Attachments:** mklogo\_c26eeca8-e74b-46fb-92fd-ae2a0e69af5d.jpg

I am trying to avoid that process to save fees since nothing in the Day deposition is confidential. Can you help me with that?

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 Tue, Sep 12, 2023 at 9:02 AM Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)> wrote:

Hi David,

Pursuant to the California Rules of Court Rule 2.551, you are to lodge the unredacted copies with the court and file redacted copies. This has not been done. Once you have done that we have 10 days in which to decide whether or not file an application to have them remain under seal.

Pursuant to the protective order you may challenge a confidentiality designation by providing us with notice, which you provided on August 30, 2023. We then have 30 days (September 30) in which to file a motion to keep the confidential designation.

We notified you on September 5, 2023 that the procedures in the California Rules of Court and the protective order need to be followed. We are still considering whether we will seek to have the Day deposition remain confidential, and we will let you know once we have made that decision.



Thanks,

Tony

**Anthony J. Ellrod**

Founding Partner



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Los Angeles, CA 90017

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

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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:** Tuesday, September 12, 2023 7:42 AM

**To:** Kristina Ross

**Cc:** rwc [robertwcohenlaw.com](http://robertwcohenlaw.com); Anthony J. Ellrod

**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Hi Kristina -- can you please let me know about our meet and confer on the Day depositions? Like I said, I have had a hard time filing under seal and none of the information in Walter's deposition is confidential. You would have to make a motion to retain the confidential designation and any motion will have to be supported by good cause and if not we will be entitled to our attorneys fees for fighting the designation.

I would like to get the Day deposition stuff to the court without having to file it under seal considering the nature of the testimony and the fact that nothing therein is confidential.

Thank you for your consideration. We are going on 13 days of meeting and conferring on the issue, and still nothing from you guys.

David A. Tashroudian, Esq.

**TASH LAW GROUP**

12400 Ventura Blvd., Suite 300

Studio City, California 91604

(818) 561-7381

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On Mon, Sep 11, 2023 at 9:23 PM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:

Following-up again. Please advise.

David

David A. Tashroudian, Esq.

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On Mon, Sep 11, 2023 at 11:54 AM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:

Good morning -- any word on this?

David A. Tashroudian, Esq.

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On Fri, Sep 8, 2023 at 6:14 PM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:  
Can you let me know Monday?

Sent from my iPhone

On Sep 8, 2023, at 4:40 PM, Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

David,

We are still looking into these issues.

Kristina

**Kristina Ross**

Associate

<mklogo\_0d951655-3882-490e-802c-dce0460ab6cb.jpg>

801 S. Figueroa St., 15th Floor

Los Angeles, CA 90017

Main: (213) 624-6900 | Ext.: 2642

Direct: (213) 430-2642

[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@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, September 8, 2023 10:30 AM

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

**Cc:** rwc [robertwcohenlaw.com](mailto:robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod  
<[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Hi Kristina -- checking-in on this. I want to get this issue resolved today so your attention is much appreciated. I am attaching another copy of Walter Day's depo that we used for the motion for your review.

David

David A. Tashroudian, Esq.

**TASH LAW GROUP**

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On Thu, Sep 7, 2023 at 12:41 PM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:

Thanks. The rules in the Court's general order are different from the CRC and so it is kind of confusing. I have reviewed Walter's deposition and there does not seem to be anything confidential in there.

David

David A. Tashroudian, Esq.

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On Thu, Sep 7, 2023 at 12:29 PM Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

I will do my best to get you a response by tomorrow.

**Kristina Ross**

Associate

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
Main: (213) 624-6900 | Ext.: 2642  
Direct: (213) 430-2642  
[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@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:** Thursday, September 7, 2023 10:51 AM

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

**Cc:** rwc [robertwcohenlaw.com](http://robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod  
<[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Hi Kristina --

I am having a hard time filing the Day declaration conditionally under seal. Since Plaintiff made the confidential designation, and will have to make a motion to keep these documents sealed, can you tell me know whether you intend to do that so I can just file his deposition transcript normally? If you do not intend to make the motion, it does not make sense for me to run through this circus.

A copy of his depo is attached. Please let me know today so I can figure this out.

David

David A. Tashroudian, Esq.

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On Tue, Sep 5, 2023 at 9:25 AM Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

Tony is still in trial and we need to go through it with Robert as well, so we will have to go through the process specified in the protective order and CRC.

**Kristina Ross**  
Associate

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
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Direct: (213) 430-2642  
[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com) | [manningkass.com](http://manningkass.com)

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**From:** David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)>  
**Sent:** Sunday, September 3, 2023 1:26 PM  
**To:** Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)>  
**Cc:** rwc [robertwcohenlaw.com](http://robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>  
**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Following-up on this. Can you please advise?

David A. Tashroudian, Esq.

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On Wed, Aug 30, 2023 at 9:48 PM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:



Here are the portions of Walter Day's deposition we wish to use in the motion to compel:

1. 21:7-38:11 - This testimony relates to Mr. Mitchell and his son giving an interview to Ed Cunningham with a film crew present. This information is not confidential as it has been disseminated and will be part of a movie.

2. 39:3-40:2 - This testimony relates to Jerry Byrum working for Mr. Mitchell at the Twin Galaxies arcade. Nothing confidential about that.

3. 52:2-73:5 - This testimony relates to Mr. Mitchell being recognized as the "Player of the Century." Mr. Mitchell has testified to this fact and both he and Mr. Day have talked about it in public. There is nothing confidential about that.

4. 82:19-95:7 - This testimony relates to the setup of the Mortgage Brokers score performance. This topic has been the subject of Mr. Day's prior declaration and is not confidential.

5. 123:3-136:6 - This testimony relates to payments by Mr. Day to Mr. Mitchell of funds Mr. Day received from Jace Hall for the purchase of Twin Galaxies. There is nothing confidential about this information as it does not disclose any confidential account information of Mr. Mitchells.

6. 146:21-158:3 - This testimony relates to the drafting of Mr. Day's declaration which was admittedly drafted by Mr. Mitchell's son. Again nothing confidential.

7. 162:16-164:9 - This testimony relates to Carlos Pineiro's involvement with Billy Mitchell. This involvement has been publicly disclosed and is not confidential

8. 203:8-208:18 - This testimony relates to Mr. Day's founding of the International Video Game Hall of Fame. He has talked publicly about this and there is nothing confidential about that.

9. Special Interrogatory answers re rogs 156-160 - Exhibit O to the Day Deposition --  
This information relates to Mr. Mitchell's claim that he did not receive money from the sale of Twin Galaxies. This information does not divulge secret or confidential information about any financial accounts. This information is not confidential.

David A. Tashroudian, Esq.

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On Wed, Aug 30, 2023 at 6:14 PM Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

In order to meet and confer we need the exact portions you are referring to. Per the Protective Order, the party objecting shall advise in writing the specific testimony or information to which each objection pertains and the specific reasons and support for such objections. (p.4-5 PO)

Thanks,

Kristina

**Kristina Ross**  
Associate

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
Main: (213) 624-6900 | Ext.: 2642  
Direct: (213) 430-2642

[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com) | [manningkass.com](http://manningkass.com)

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

**Sent:** Wednesday, August 30, 2023 6:00 PM

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

**Cc:** rwc [robertwcohenlaw.com](http://robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod  
<[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

I do not have the exact citations because I have not completed my preparation yet --  
but those are the topics.

David A. Tashroudian, Esq.

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On Wed, Aug 30, 2023 at 5:30 PM Kristina Ross <[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

I thought they both did. Please provide the exact citations.

**Kristina Ross**

Associate

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
Main: (213) 624-6900 | Ext.: 2642  
Direct: (213) 430-2642

[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com) | [manningkass.com](http://manningkass.com)

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---

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

**Sent:** Wednesday, August 30, 2023 5:20 PM

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

**Cc:** rwc [robertwcohenlaw.com](mailto:robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod  
<[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Subject:** Re: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Robert did not mark the deposition confidential. Tony did. If he did that unintentionally, then I will move forward as if the deposition was not marked confidential.

David

Sent from my iPhone

On Aug 30, 2023, at 4:10 PM, Kristina Ross  
<[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com)> wrote:

Additionally, please provide the exact citations of designations on Walter's deposition transcript that you are objecting to.

**Kristina Ross**

Associate

<mklogo\_0d951655-3882-490e-802c-dce0460ab6cb.jpg>

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
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Direct: (213) 430-2642

[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com) | [manningkass.com](http://manningkass.com)

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---

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

**Sent:** Wednesday, August 30, 2023 4:08 PM

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

**Cc:** rwc [robertwcohenlaw.com](http://robertwcohenlaw.com) <[rwc@robertwcohenlaw.com](mailto:rwc@robertwcohenlaw.com)>; Anthony J. Ellrod <[Tony.Ellrod@manningkass.com](mailto:Tony.Ellrod@manningkass.com)>

**Subject:** RE: Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

David,

As you are aware, we do not represent Walter Day. This communication and Objection should not just be sent to our office so I have copied Robert Cohen here.

Thanks,

Kristina

**Kristina Ross**

Associate

<image001.jpg>

801 S. Figueroa St., 15th Floor  
Los Angeles, CA 90017  
Main: (213) 624-6900 | Ext.: 2642  
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[Kristina.Ross@manningkass.com](mailto:Kristina.Ross@manningkass.com) | [manningkass.com](http://manningkass.com)

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

**Sent:** Wednesday, August 30, 2023 4:05 PM

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

**Subject:** Meet & Confer re Confidential Designations [Mitchell v. Twin Galaxies]

Hi Kristina --

I write to meet and confer regarding the confidential designation of Walter Day's deposition transcript. In our motion to compel, we plan on using portions of the transcript relating to:

- (1) the Meet Ottumwa event
- (2) payment by Day to Mitchell of funds from Twin Galaxies' sale
- (3) preparation of Day's declarations in this case

None of these topics are confidential or highly confidential and these portions of Day's testimony should not be marked confidential pursuant to the protective order. The fact that Mr. Mitchell showed Plaintiff a picture of the plaques discovered at the Meet Ottumwa event is nothing that should be kept secret. There is no confidential information in the fact that Day paid Mitchell a portion of the proceeds from the sale of Twin Galaxies. And there is nothing confidential about who drafted Day's declaration.

I would prefer not to go through the Court's procedure to file these documents conditionally under seal. The procedure requires you -- Mitchell -- to go in within 10 days of filing to make a motion to have the documents sealed. [See CRC 2.551(b)(3)(B).] Agreeing to withdraw the confidential designation will save us all a lot of time and headache.

Are you willing to withdraw the confidential designation on these three points? Also, please consider this email to be Twin Galaxies' Designation Objections pursuant to the parties' Protective Order.

Regards,

David A. Tashroudian, Esq.

**TASH LAW GROUP**

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Studio City, California 91604

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# EXHIBIT B

## Kristina Ross

---

**From:** David Tashroudian <david@tashlawgroup.com>  
**Sent:** Wednesday, May 24, 2023 11:37 AM  
**To:** mbc@markbcarroll.com  
**Cc:** Kristina Ross; Anthony.Ellrod@manningkass.com  
**Subject:** Re: Letter cancelling deposition of Robert Childs on 1/10/23

Thank you for the response.

David A. Tashroudian, Esq.  
**TASH LAW GROUP**  
12400 Ventura Blvd., Suite 300  
Studio City, California 91604  
(818) 561-7381

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On Wed, May 24, 2023 at 8:16 AM <[mbc@markbcarroll.com](mailto:mbc@markbcarroll.com)> wrote:

Robert does not want to participate and will agree with both parties that he will not appear for trial so there is no potential surprise at trial to anyone.

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

Hi Mark -- I never heard back from you regarding Robert Childs' deposition. Is he still willing to appear?

David A. Tashroudian, Esq.  
**TASH LAW GROUP**  
12400 Ventura Blvd., Suite 300  
Studio City, California 91604  
(818) 561-7381

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On Tue, Jan 24, 2023 at 9:54 AM David Tashroudian <[david@tashlawgroup.com](mailto:david@tashlawgroup.com)> wrote:  
Good morning Mark --

I write to ask what dates in February Mr. Childs is available for deposition. I think we can take his deposition remotely. Please advise.

Regards,

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, Jan 6, 2023 at 12:24 PM <[mbc@markbcarroll.com](mailto:mbc@markbcarroll.com)> wrote:

Mark B Carroll, Esq.

-

**Mark B. Carroll P.A.**

Florida Bar Board Certified

in Civil Trial Law 1999–present

American Board of Trial Advocates–ABOTA

-

Member of Washington DC Bar

Member of West Virginia Bar

Florida Circuit/Civil Mediator

-

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954-767-9461(fax)

[mbc@markbcarroll.com](mailto:mbc@markbcarroll.com)

-

Mark B Carroll, Esq.

**Mark B. Carroll P.A.**

Florida Bar Board Certified

in Civil Trial Law 1999–present

American Board of Trial Advocates–ABOTA

Member of Washington DC Bar

Member of West Virginia Bar  
Florida Circuit/Civil Mediator

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954-463-0585/954-463-0595  
954-767-9461 (fax)  
[mbc@markbcarroll.com](mailto:mbc@markbcarroll.com)

# EXHIBIT C

**DECLARATION OF WILLIAM MITCHELL**

I, William Mitchell, declare that:

1. I am an adult over the age of 18. The following is true and if called upon to do so, I could and would competently testify to the following from my personal knowledge.

2. Copies of the transcripts of the depositions of at least five witnesses in this action – Josh Ryan, Valerie Saunders, Jerry Byrum, Brian Cady, John Grunwald, and Steve Wiebe – have been disseminated to third parties as I have personally viewed them posted online. Portions those transcripts were posted on YouTube by Karl Jobst, the same individual to whom Mr. Tashroudian admits he sent the video of the deposition of the plaintiff. (Exh. “G” to Motion to Disqualify.) The dissemination of at least three of these third party witness deposition transcripts necessarily occurred after Mr. Tashroudian was notified that such actions violate the provisions of the California Government Code and Code of Civil Procedure, given that those depositions took place after July 14, 2023, the date he was notified of the applicable law and his violation of same with respect to the dissemination of the Mitchell transcript. (Exh. “G” to Motion to Disqualify.)

3. I have spoken to Robert Childs and his counsel who have informed me that Mr. Childs, a Florida resident, refuses to voluntarily sit for deposition for fear that the deposition will be plastered all over the internet and he will be harassed, humiliated and shamed.

4. Defendant has made awards Plaintiff received from NAMCO an issue in this case. It is believed that Mr. Byrum is currently in possession of those awards. Earlier in this litigation Mr. Byrum was relatively cooperative. However, while I was able to get Mr. Byrum to sign his declaration and send me the text string with Mr. Tashroudian, he is no longer cooperative and wants nothing to do with the litigation. Attached to the Motion to Disqualify as Exhibit “A” is the Declaration of Jerry Byrum along with a true and correct copy of the text string between him and Mr. Tashroudian.

5. Attached as Exh. “C” to the Motion to Disqualify is the declaration of independent third party witness Isaiah “TriForce” Johnson, which includes an email string between Mr. Tashroudian and Mr. Johnson. Mr. Johnson is Rastafarian and lives in Jamaica. Mr. Johnson has informed me that he will not voluntarily sit for deposition in this case because he believes that if he

1 does Mr. Tashroudian will provide the transcript and video to individuals who will post it online  
2 and subject him to online attacks and harassment.

3 6. Attached to the Motion to Disqualify as Exhibit “D” are true and correct excerpts  
4 from the deposition of Walter Day.

5 7. Attached Motion to Disqualify as Exhibit “F” are true and correct excerpts from the  
6 deposition of Jerry Byrum.

7 8. I have reviewed all of the documents produced by Defendant in this action. No  
8 documents were produced by Defendant relating to the Florida Association of Mortgage Brokers’  
9 convention on July 14, 2007 in response to Plaintiff’s requests for production of documents prior  
10 to April 3, 2023, when defendant produced TG 5846 and 5852. True and correct copies of TG 5846  
11 and 5852 are attached to the Motion to Disqualify as Exhibit “K”.

12 9. Attached Motion to Disqualify as Exhibit “L” is a true and correct copy of portions  
13 of the Youtube posting by Karl Jobst at <https://youtu.be/9umbsmrFk08?t=51>.

14 10. I have reviewed all of the documents produced by Defendant in this action. In  
15 response to the request to produce communications with Karl Jobst, Defendant disclosed only two  
16 emails between itself and Jobst. These two emails were from 2019 and are irrelevant to both of  
17 Mitchell’s lawsuits against Twin Galaxies and Jobst.

18 11. I have reviewed all of the documents produced by Defendant in this action. In  
19 response to the requests to produce communications with Carlos Pineiro, Steven Kleisath, Robert  
20 Mruczek, Chris Gleed, and Dwayne Richard, no communications between Mr. Tashroudian and  
21 these individuals were produced.

22 12. Attached hereto as Exhibit “1” are copies of communications between Jace Hall of  
23 Twin Galaxies and Paul Dean that were provided to me by Mr. Dean.

24 13. Attached hereto as Exhibit “2” are copies of communications between Jace Hall of  
25 Twin Galaxies and Steve Harris that were provided to me by Mr. Harris.



1 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
2 and correct and that this declaration was executed on October 5, 2023 in Seattle, Washington.

3  
4 William Mitchell

5 William Mitchell - Declarant  
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# **EXHIBIT 1**

## Billy Mitchell

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**From:** Paul Dean <pdean007@gmail.com>  
**Sent:** Tuesday, August 1, 2023 9:09 PM  
**To:** Billy Mitchell  
**Subject:** Fwd: Pacman contest followup

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dean <pdean007@gmail.com>  
**Date:** November 15, 2015 at 11:32:15 AM PST  
**To:** Jace Hall <jace@twingalaxies.com>  
**Subject:** Re: Pacman contest followup

I appreciate the back and fourth conversation between us as i wanted to express my side of the situation in order to expose the situation that they put me in so it wont happen to me or anyone else in the future as a stop measure for this group and their unscrupulous actions. Thank you!

On Nov 15, 2015 1:52 AM, "Jace Hall" <[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:  
I understand completely.

On Nov 14, 2015, at 10:38 PM, Paul Dean <[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

Yes you are right. Their interpretation was all in their favor which is how it would be if they wanted to save some money which they did.

My concern moving forward is that you don't use them again. I have no other concerns as I will not take the time to fight this in court, the monies are not enough.

Further, why would I put so much bad blood into a situation unless I thought I was being ripped off. I wouldn't burn bridges intentionally as that is a bad business decision on my part.

Why they have no concern over bad blood or the players or the event is beyond me. They have burned all of their bridges as I have proven to you that their word means nothing.

Do not worry about the money as I have gotten my point across and that is all I really wanted in the first place is to be believed that something did happen and people were not paid.

Thank you,  
Paul

On Sat, Nov 14, 2015 at 9:41 PM, Jace Hall <[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:

No, as you describe it, that doesn't sound like you were happy.

From what I can read in their e-mail, their mental position is:

1.) The machines broke and despite you declaring the contest completed and naming winners, there was not a full contest completed. This, ultimately in their minds, nulls-and-voids the obligation, because a complete contest was not delivered according to the promised expectation. The contest had to come to a stop.

2.) They never agreed at the beginning to cover your expenses for the contest. They only agreed to the prize money. This is in fact supported by they e-mails you sent me. There is no indication that they were covering your expenses. So, when they came to you with a problem to pay the prize money, you counter-offered with the idea of them at least covering your expenses. They gave you that money and that is where the matter got "settled" in their minds.

3.) Since they "settled" with you at the expo and you took the money acknowledging the settlement, while you may have made it clear that you were unhappy, you did not make it clear that you expected them to provide additional money beyond that point.

Now again, I'm just interpreting the e-mails. I am not a mind reader, nor was I any part of this situation, so it is what it is.

However, clearly there are some very different perspectives on the whole matter.

-J

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**From:** Paul Dean [[pdean007@gmail.com](mailto:pdean007@gmail.com)]  
**Sent:** Saturday, November 14, 2015 9:14 PM  
**To:** Jace Hall  
**Subject:** Re: Pacman contest followup

The last thing i said to phil at the contest site was that i would never do business with him again and that he needed to go to john weeks and not me. I said this in front of john weeks. Does this sound like me being happy with the way they treated me? It was not amicable and i was clearly not upset with them.

On Nov 14, 2015 8:51 PM, "Paul Dean" <[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

Correct. Ive made my point and put some light on the subject so no one else will be burnt by them in the future in our community

On Nov 14, 2015 7:18 PM, "Jace Hall" <[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:  
Well you can rest assured that this has been quite revealing.

It's just badness. It's not the way I do things.

On Nov 14, 2015, at 6:48 PM, Paul Dean <[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

This was really a subject that i knew would not be resolved and wanted to flush them out for what they are which is crooks

On Nov 14, 2015 6:46 PM, "Paul Dean"  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

Yes. They shook hands regarding my expenses which i had stated that my expenses were taken care of within that context which had nothing to do with the prize money. Two seperate issues. One issue of expenses was resolved the other of prize money was not resolved. You cannot lump two different discussions into one. Two different subjects. Where and how did they expect the players to be paid?

On Nov 14, 2015 5:11 PM, "Jace Hall"

<[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:

Well I am making them quite aware of your position, feelings, and contemplated course of action on the entire matter.

We will see how they respond to that.

As I mentioned, one of the things that they seem to be holding onto as a justification is that when they engaged into a settlement discussion with you, you agreed to the settlement amount.

Just as you verbally agreed to the Pac-Man prize money amount in the beginning, in that same fashion from their perspective you agreed to that settlement amount when they indicated that they would have difficulty in paying at the end.

They walked away from the conversation with you at the expo without any understanding that you were expecting additional money. They believed that they had discussed the issues regarding their difficulty in paying and settled the matter with you at that time.

So that is where their mentality seems to be.

Please understand that I have had no awareness or took part in any of these negotiations one way or the other. However I don't think any of this is good and that is why I am trying to work to resolve this somehow.

If this contest conversation had actually taken place between you and Twin Galaxies itself, then this entire matter would have been avoided and the Pac-Man contest would have been part of the live broadcast. As it stands, this contest seems to come out of conversations between you John Weeks and Phil and Doug (Falcon). I did not find out about any of this until well after the event was completed.

It is also important for you to understand that they were supposed to reimburse me \$5000, and I have not been given that either.

So given that, please be aware of where I sit relative to this entire conversation. I am owed money as well and I have not had any kind of settlement conversation with them that can be pointed to.

With all that being said, knowing that I have specifically said Doug and fill an email today letting them know exactly what your thoughts are, what else would you like me to do?

On Nov 14, 2015, at 7:53 AM, Paul Dean  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

After they paid 100.00 there was still due 700.00 to the winners

On Nov 14, 2015 6:03 AM, "Paul Dean"  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

I asked for expenses when and only when i was refused the 700 original payout that i feel tg is liable for as the original published amount.

On Nov 14, 2015 6:01 AM, "Paul Dean"  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

I had no other choice than to take what was given. The sponsors owed 700.00 more and flattly refused. This is cheating me out of the prizes and trying to renegotiate the amount owed. This is illegal. They were going to give me nothing at all and this wa their intent to stick me with the 700.00 bill which they dis do and can be verified by john weeks and billy mitchell. I complained a lot and got expenses back only and 100.00 for cash prizes. They renigged on thr original deal which you cannot do and were renegotiating on the spot because they refused to pay. It is not ethical or legal to do this as i have obligations to the players who won. The contract was implied when they said they would payout 800.00. The contest was completed with contest winners. They renigged and gave a take it or leave it stance and never said well pay you the rest later. They broke the contract plain and simple to save money and they knew they broke the contract because they thought they could get away with it and

they have. Where are their ethics? Were are the payouts? Where is the rest of my contest prizes and my check for 700.00. Ill tell you it is in their pocket. Is this how business is done? They gave me expenses but never paid the players. This is their responsibility to make it right for the players as it is their contest that i helped run. They cheates the players out of their mobey. Are you ok with that? They ran the scam not me by trying to renegotiate at debt their by braking the contract. If every contest contract was renegotiated nobody would ever win a prize. This is bait and switch and they know it. Criminal behavior that i have not dealt with before. Today they refuse to pay me tomorrow they will refuse to pay you it is how they operate. We had a deal from the beginning and they broke it and knew i had no recourse except lawsuit this is the position they put me in. They put the bill and payout on my shoulders because they knew they could. It is my thought that twin galaxies is liable for what was promised and renegotiating players payouts is illegal and this is what they did.

On Nov 14, 2015 1:56 AM, "Jace Hall"

<[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:

From what I can discern, the thing that Doug is focused on is that at the show in person when he gave you money you indicated to him that you were satisfied with what you were receiving and you did not indicate that you had an expectation of receiving additional money later.

So he maintains that you looked him in the eye shook hands and said that the matter was settled at the expo itself when he handed you the cash. Now he is saying that your expectation of additional monies breaks the impression and agreement you made with him and Phil at the expo when they settled it with you then.

He has difficulty understanding why you did not say what your expectation was to him when he was handing you the money.

So he is taking the position that you are

coming back after the fact.

I don't think he is denying that initially the contest was set up for the total amount. I think he is just focused on the settlement conversation you had at the expo at the end.

Thoughts?

On Nov 13, 2015, at 11:27 PM, Paul Dean  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

Do me a favor and call the winner of this contest. Ask billy michell if he won the twin galaxies pacman contest and if he received prizes like a namco swiss army knife and other prizes as the first place winner on saturday and if he posed in photos with me and his prizes as the others also won cash and or other prizes on saturday. You can talk to all winners one by one and ask them if they received prizes for their winning positions. Doug and phil are lying so they wont have to pay. This is the reason for their lies.

On Nov 13, 2015 10:46 PM, "Paul Dean"  
<[pdean007@gmail.com](mailto:pdean007@gmail.com)>  
wrote:

I forwarded you the previous conversations and promised monies by phil of the pacman tournament as evidence of my interactions with this group and then now their complete denial of these promises of this completed pacman tournament with billy mitchell as winner which has been advertised



in forums across the  
country with pics included

.

On Nov 13, 2015 9:38 PM,  
"Paul Dean"

<[pdean007@gmail.com](mailto:pdean007@gmail.com)>

wrote:

No disagreements. I went  
over all of the issues that i  
had and sent him the  
detailed email that i sent  
phil you you and he was  
very nice and said he  
would get back to me  
regarding my request to  
pay the prize monies that  
were short. I was very  
detailed in that  
conversation about all of  
my concerns and i  
thought he was very  
receptive. I guess he  
changed his mind and  
wont be paying what was  
primised.

On Nov 13, 2015 9:33  
PM, "Jace Hall"

<[jace@twingalaxies.com](mailto:jace@twingalaxies.com)

> wrote:

When you guys spoke on  
the phone what did you  
talk about? Did you have  
a disagreement?

On Nov 13, 2015, at 9:08  
PM, Paul Dean

<[pdean007@gmail.com](mailto:pdean007@gmail.com)>

wrote:

Yes he  
and his  
partner  
are lying  
and have  
been lying  
all along.  
They  
promised

800.00 in  
prize  
money  
and only  
paid  
100.00 in  
prize  
money.  
The  
contest  
was  
completed  
and they  
refused  
to pay.  
They are  
crooks as  
shown  
here with  
their  
answer.  
Their  
word  
means  
nothing as  
you have  
seen how  
they  
handle  
business  
matters at  
this time.

Paul,

I e-  
mailed  
Doug  
about  
this and  
this is  
exactly  
what he  
said to  
me:

"Regardi  
ng Paul-  
I had a  
long

conversa  
tion with  
him. He  
never  
informed  
us that  
we  
would  
have to  
reimburs  
e him for  
his  
expenses  
. When  
asked if  
we did  
that  
anyway  
he said  
we gave  
him  
\$200.  
Then he  
changed  
his mind  
and said  
we gave  
him  
\$300  
which  
again,  
we did  
not  
anticipat  
e but did  
it  
anyway.  
He  
admits  
there  
was a  
mechani  
cal  
failure  
and the  
tourname  
nt  
abruptly  
ended  
and was  
never

complete  
d. He  
then  
declared  
himself  
the 2nd  
place  
winner.  
Really?  
I didn't  
respond  
to him  
because I  
don't  
want to  
make  
things  
worse  
for you  
but he's  
just  
trying to  
shake us  
down  
and its  
bullshit.  
No one  
else has  
had any  
problems  
with this.  
Sorry  
Jace but  
we're  
walking  
away  
from  
this. Wh  
en we  
paid him  
in cash  
he said  
he was  
fine with  
it and we  
thought  
we were  
done. "

There  
seems to

be a  
communi  
cation  
issue  
going on,  
and so  
I'm not  
sure  
what to  
do here  
since I  
was not  
part of  
any of  
these  
conversa  
tions or  
this deal  
specifica  
lly.

Thoughts  
?

## Billy Mitchell

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**From:** Paul Dean <pdean007@gmail.com>  
**Sent:** Tuesday, August 1, 2023 9:11 PM  
**To:** Billy Mitchell  
**Subject:** Fwd: Pac Man

Sent from my iPhone

Begin forwarded message:

**From:** Paul Dean <pdean007@gmail.com>  
**Date:** October 9, 2015 at 12:33:46 AM PDT  
**To:** Jace Hall <jace@twingalaxies.com>  
**Subject:** Re: Pac Man

I appreciate it very much. Thank you Jace.  
Paul

On Fri, Oct 9, 2015 at 12:32 AM, Jace Hall <[jace@twingalaxies.com](mailto:jace@twingalaxies.com)> wrote:  
Very helpful. Thank you. Rest assured I will get this sorted.

On Oct 8, 2015, at 11:48 PM, Paul Dean <[pdean007@gmail.com](mailto:pdean007@gmail.com)> wrote:

To: Philip Ho - CC: Jace Hall and CC: Michael Klug

I am CC'ing this so everyone knows my viewpoint on this tournament and the missing monies of this Pac-Man Contest. Thank you.  
Paul Dean

### PAC-MAN CONTEST

I was approached by John Weeks and Erin Cavanaugh early on to run a Pac-Man contest and Phil contacted me by email regarding the cash monies that he would pay me by check of \$800.00 total for cash monies to the first 3 place winners. The event has been completed, and monies collected for cash prizes are only \$100.00.

The tournament situation was never resolved as the monies promised by Phil which was advertised were never received by the winners of the contest. This contest was not cancelled until a technical problem occurred with the games around 12pm on Saturday at which time I closed down the tournament and announced the winners as their standings were at that time.

## Pac-Man Contest Timeline:

Thursday October 1<sup>st</sup>, 2015: One Day before Show Opening

I picked up a Pac-Man game using my truck, from a friend in Fontana to be put into the Pac-Man contest in Banning which was on loan for the Pac-Man Contest. When I got to the show site on Thursday October 1<sup>st</sup>, which was a day early, there was only one Pac-Man game there and the monitor was dead. I found Juan Sanchez at the Expo, the head tech for the Arcade Expo and told him I need this game for Friday October 2<sup>nd</sup> 2015 for the Pac-Man contest. Nothing was set up, I needed an area for both Pac-Man games and a table for my computer and two chairs and requested all of these items for the first day of the Pac-Man contest of Friday October 2<sup>nd</sup> 2015. I was told by Erin Cavanaugh – Executive Show Director that signage would be placed at my booth.

Friday, October 2<sup>nd</sup>, 2015 – SHOW DAY – DAY ONE

The next day there was no table or chairs or signage by staff.

The Pac-Man at the expo appeared to be working at the time but the booth was not setup. We scrambled for the other items moments before show opening. I had produced my own signage and put my posters on the Pac-Man games, on the table and on the front counter as well as putting flyers on the front counter. All of my signage and rules handouts in which Phil had told me in the email is that there would be \$800.00 in Cash prizes to the winners. The Pac-Man contest went on as scheduled as stated in the Twin Galaxies Entertainment Festival Flyer from 3-6pm labeled Pac-Man Tournament #1 and from 8 -11pm labeled Pac-Man Tournament #2 as per the schedule. Everything ran as normal except for the Pac-Man games started rebooting by themselves or side scrolling and I called Juan Sanchez to have them fix the games and he said to turn the games off and on to see if that helped and it did not solve the problem.

The Flyers / Rules and prizes are as stated below:

Pac Man Competition Paul Dean and Twin Galaxies Entertainment Festival

Twin Galaxies Entertainment Festival (Pac-Man Contest)

Twin Galaxies and Paul Dean have teamed up to have a Pac-Man Contest in Banning, CA. on October 2-4, 2015.

Cash prizes total are \$800.00. Qualifications are in a timed event of 20 minutes maximum. No restarts. ONE play only to qualify.

Pac-Man Competition:

Prizes:

First Place: \$500.00 - Namco Swiss Army Knife, Billy Mitchell Hot Sauce and Poster

Second Place: \$200.00 - Namco Swiss Army Knife, Billy Mitchell Hot Sauce and Poster

Third Place: \$100.00 - Namco Bag, Billy Mitchell Hot Sauce and Poster

Top 8 Places to receive Billy Mitchell Hot Sauce and Billy Mitchell commemorative Poster.

Settings: Pac-Man 3 Lives + 1 Extra at 10,000 points

Price for contest entry: FREE

Sign-Ups are Friday and Saturday at Show Opening - October 2nd and 3rd. at Pac-Man Tournament area.

Contest Sign-Ups time:

October 2nd (2pm) Friday

October 3rd (10am) Saturday

One Play only to qualify for the bracketed top 8 finals.

This Pac-Man tournament is a timed 20 minute competition. The Top 8 Qualifiers will play in the Pac-Man Finals in a bracketed tournament.

Rules subject to change if Referee deems necessary. Player agrees to all referee rulings when playing in this tournament. All rulings are final.



Saturday, October 2nd, 2015 – SHOW DAY – DAY TWO

Yes, the additional \$700.00 in prize money was never paid out because when I walked into the Twin Galaxies Entertainment Festival on Saturday, which was day two, Phil stopped me in the hallway and said that only \$100.00 can be paid out and not the \$800.00 which was originally advertised because there were not enough tickets sold and because he could not charge for the Pac-Man contest. Neither of these things were ever told to me prior to this event and I figured I was getting stiffed for the money. I was in shock as I was running a tournament in which I could not pay any of the top 3 players their cash winnings after hearing this news. I went on and ran the tournament that Saturday not knowing what to do. I told Jonathan Weeks that Phil was refusing payment and to get John Weeks, Founder of the Expo over to help me with this situation.

Around 12:00 pm on Saturday the Pac-Man games had been resetting themselves so often I decided to stop the tournament on the technical difficulty and award the winners who had placed so far in the tournament. I called Juan Sanchez over again and said I was calling it because the games would not function properly and he told me he understood. On at least five occasions during the contest I told Juan Sanchez the games were not working properly and I didn't know if I could continue. The tournament was now done do to this problem.

I then went to find John Weeks founder of the Expo to try and get the cash prizes that Phil said he would "not" pay out. When I found John Weeks I told him the problem and he said he would work it out. He came back and told me that Phil said that he did not authorize a Pac-Man event or the cash prizes at all. I told John Weeks this is not true it is in every flyer handout at the TG Entertainment Festival and is on several pages at the TG Entertainment Festival web site. John Weeks asked me to prove it so I gave him a schedule and underlined the Pac-Man Tournament Prize Money which stated the following on Page 11 at the bottom, (1<sup>st</sup> Place – 500, 2<sup>nd</sup> Place \$200, 3<sup>rd</sup> Place \$100. A Total of \$800.00) I owed money and really had no way to pay out the winners. We went back and talked to Phil who then changed his story and said he was totally to blame for the mix up and not John Weeks and that he had authorized those flyers to go out. (Note: Phil also sent me an email previously to event which asked me to advertise this tournament and those cash prizes which I did on the following site below see link:

June 6, 2015 – Beginning of Thread

"Twin Galaxies Entertainment Festival - Banning, CA." by Paul Dean

<http://www.classicarcadegaming.com/forums/index.php/topic,6318.msg73717.html#msg73717>

At this time John Weeks said to me what can he do and I said to give me the \$100.00 that Phil had reduced to Cash prizes down to and John Weeks did give me \$100.00. At which time I believe Doug reimbursed John Weeks on the spot. Then John Weeks and

Doug asked what else can be done to make up for this and I was still short \$700.00 and I stated that I had an expense of publication and printing costs of \$100.00. I was then given \$100.00 from Doug, and John Weeks also put in a matching 100.00 to me. I figured this second \$100.00 by John Weeks would cover all of my driving expenses in having to drive back and forth from Fontana to Banning twice for a Pac-Man game and my costs in painting the Pac-Man etc. So I felt my expenses were now even.

So John Weeks had given me a total of \$200.00. It was \$100.00 for cash prizes and \$100.00 for expenses which I thought would cover my truck gas from Fontana to Banning in two trips and I accepted that money.

Doug gave me \$100.00 for publication and printing costs for my expenses in which I accepted that money as well.

The Total recovered by me was \$100.00 for cash prizes and \$200.00 for my expenses in running this Pac-Man contest.

I was still short \$700.00 to the winners and had to tell them the money was "NOT" coming because the sponsors wouldn't pay it except for \$100.00.

Billy Mitchell was the Winner of this contest and came in First Place for \$500.00 I could not pay him the money. I could not pay the other Winners their just due of Cash \$200.00 and \$100.00 because Phil refused to pay what was promised.

All other prizes were paid out by Paul Dean (myself) and all players were called by phone or on the show floor and received their prizes except for one 5<sup>th</sup> place player who gave a phone number which did not connect so he did not get his hot sauce or poster.

So the issue is that I could not pay out the top 3 players because I was not given the money by the sponsors of this event. I had no choice but to pay out "only" \$100.00 as this is all I was given. I am short a lot of cash money in which I was promised. I am "liable" for those monies not paid to me to pay the winners.

This is the problem.

I will be sending Billy Mitchell the rest of the monies owed (\$450.00) once I am paid as well as the other winners. He will be giving this money to a charity if I can collect these monies due.

Total due as per invoice # 100 is \$700.00

Thank you,

Paul Dean

5225 Canyon Crest Drive #71-132

Riverside, CA 92507

Cell: [951-764-7523](tel:951-764-7523)

Billy Mitchell stands on the game in which he came first place in as he was excited to win in my contest.

On Thu, Oct 8, 2015 at 2:22 PM, Philip Ho <[philipdho@gmail.com](mailto:philipdho@gmail.com)> wrote:

Hi Paul,

Great meeting you this past weekend. I'm glad that we were able to take care of the The tournament situation.

However we received word from Jace that we need to pay out an additional \$700.00 in tournament prizes. I'm a bit confused and wanted to reach out to you for clarification.

My understanding was that the tournament was canceled and you paid out \$100.00 prize. You also had costs of another \$100.00 for printing. We reimbursed you \$200 in cash at the event for which you agreed.

Since there were no additional issues, which we were aware of I'm a bit lost.

Please advise when you have a free moment.

-Philip Ho

CONSTANT GROUP

# **EXHIBIT 2**

## Billy Mitchell

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**From:** steve.harris@egmnow.net  
**Sent:** Monday, August 1, 2022 4:07 PM  
**To:** rickeyshotsauce@aol.com; Billy Mitchell  
**Subject:** Correspondence  
**Attachments:** JACE HALL - LINKEDIN - CORRESPONDENCE - 7-19-2022.png

See attached.

Best Regards,

Steve Harris  
CEO  
EGM Media, LLC  
8840 Wilshire Blvd.,  
Third Floor,  
Beverly Hills, CA 90211  
Cell: 310.924.1686  
Office: 800.875.6298, ext. 101  
Fax: 310.933.4739

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THIS E-MAIL MESSAGE AND ITS CONTENTS ARE SUBJECT TO THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. SECTIONS 2510-2521 AND ARE CONFIDENTIAL INFORMATION THAT IS INTENDED SOLELY FOR THE USE OF THE ADDRESSEE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, COPYING OR OTHER USE OF THIS MESSAGE AND ITS CONTENTS IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE NOTIFY SENDER IMMEDIATELY BY REPLY E-MAIL AT [steve.harris@egmnow.com](mailto:steve.harris@egmnow.com) AND DELETE THE MESSAGE. THANK YOU.

JUL 19



**Jason (Jace) Hall** • 11:12 AM

Hey Steve, sorry to bother you as this might seem completely random - but back in the day, did Walter Day / Twin Galaxies ever treat you unfairly in anything?

I own Twin Galaxies now (has nothing to do with Walter any more) and have been going through its history and I may have come across some things that make me ask this question.

Do you recall anything?



**Jason (Jace) Hall** • 11:19 AM

Apologies again for this random question!

No problem

It's OK

Haha

# EXHIBIT D

PLEASE SEE FLASHDRIVE



**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.

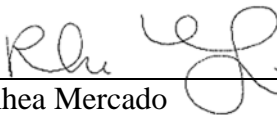
On November 9, 2023, I served true copies of the following document(s) described as **PLAINTIFF'S REPLY BRIEF IN SUPPORT OF MOTION TO DISQUALIFY DAVID A. TASHROUDIAN AND THE TASHROUDIAN LAW GROUP, APC FROM FURTHER REPRESENTATION OF DEFENDANT TWIN GALAXIES, LLC.** on the interested parties in this action 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, 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:rwcohenlaw.com">rwcohenlaw.com</a>  Attorneys for Cross-Defendant, WALTER DAY
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**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address [rhea.mercado@manningkass.com](mailto:rhea.mercado@manningkass.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 November 9, 2023, at Los Angeles, California.

  
Rhea Mercado