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 County of Los Angeles
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 David W. Slayton,
 Executive Officer/Clerk of Court,
 By K. Hung, 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]

**MOTION TO SEAL RE DEFENDANT'S
 LODGMENT ON NOVEMBER 1, 2023 RE
 DEFENDANT'S MOTION FOR ISSUE
 SANCTIONS**

Date: February 29, 2024
 Time: 8:30 a.m.
 Dept.: 36

Reservation No. 786359911283

Trial Date: 1/26/2023

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

PLEASE TAKE NOTICE THAT on February 29, 2024 or as soon thereafter as counsel may be heard, in Department 36 of the above-captioned Court, Plaintiff WILLIAM JAMES MITCHELL ("Plaintiff") will and hereby does move this Court for an Order sealing the documents lodged conditionally under seal by Defendant TWIN GALAXIES, LLC ("Defendant") as Exhibits F and G in support of Defendant's Motion for Issue Sanctions.

This motion is made pursuant to California Rules of Court ("CRC"), Rules 2.550 and 2.551 on the grounds that Plaintiff has an overriding privacy interest that overcomes the right of public access to the exhibits, this overriding interest supports sealing the record, a substantial probability

1 exists that Plaintiff's privacy interest will be prejudiced if the record is not sealed, the proposed
 2 sealing is narrowly tailored only to the two exhibits, and there are no less restrictive means to achieve
 3 this overriding interest. Moreover, the exhibits in question were produced in discovery and marked
 4 as Highly Confidential and Confidential pursuant to the stipulated protective order in this action and
 5 should have been filed under seal as the Motion for Issue Sanctions is a discovery motion. Finally,
 6 the parties have agreed that these exhibits should be filed under seal.

7 This Motion is based on this Notice of Motion, the attached Memorandum of Points and
 8 Authorities, the Declaration of Kristina Ross, all of the pleadings, files, and records in this
 9 proceeding, all other matters of which the Court may take judicial notice, and any argument or
 10 evidence that may be presented at or before hearing on this Motion.

11
 12 DATED: November 13, 2023

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

13
 14
 15 By: 

 Anthony J. Ellrod
 Kristina Ross
 Attorneys for Plaintiff
 WILLIAM JAMES MITCHELL

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On October 26, 2022, the Court entered the Parties stipulated protective order due to Defendant and Defendant's counsel leaking pleadings, discovery, and other portions of this litigation to third parties to disseminate on the internet for the purpose of damaging Plaintiff's reputation and skewing public favor against Plaintiff. Declaration of Kristina Ross ("Ross Decl.") ¶ 3, Ex. A.

The protective order states that " 'Confidential' means any Documents, Testimony, or Information which is in the possession of a Designating Party who believes in good faith that such Documents, Testimony, or Information is entitled to confidential treatment under applicable law. A Designating Party may designate its discovery responses as 'Confidential'." Ross. Decl. ¶ 4; see Ex. A at 2. Further, "'Highly Confidential' means any information which belongs to a Designating Party who believes in good faith that the Disclosure of such information to another Party or non-Party would create a substantial risk of serious financial or other injury that cannot be avoided by less restrictive means." Id.

The protective order also details the procedure for a non-designating party to object to the designation of documents as Confidential or Highly Confidential. Ross. Decl. ¶ 5; see Ex. A at 4-5.

Further, the protective order details the process for a party to include documents that were designated as Confidential or Highly Confidential in any motion or other proceeding as governed by CRC, Rules 2.550 and 2.551. Ross. Decl. ¶ 6; see Ex. A at 10. Specifically, if the materials designated as Confidential or Highly Confidential are being used in connection with discovery motions, the designated materials "shall be separately filed under seal with the clerk of the Court in an envelope marked: 'CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING REQUIRED'." Id.

On January 5, 2023, Plaintiff produced bank account statements for Rickey's related to Plaintiff's claim for damages to his business, which has since been withdrawn. The statements were marked Highly Confidential pursuant to the protective order. The statements were redacted to remove the account number; however, all of the transactions were not redacted and include

1 numerous third parties information as the descriptions of all transactions are visible. Additionally,
2 the monetary information related to the deposits, withdrawals, and status of the account were not
3 redacted. Defendant's Motion for Issue Sanctions attached the statement from March 2018 as
4 Exhibit F and it was lodged conditionally under seal on November 1, 2023. Ross. Decl. ¶ 7.

5 On October 18, 2023, Plaintiff produced a bank statement for Rickey's also from March
6 2018. This statement was marked Confidential pursuant to the protective order and redacted of all
7 information except the pertinent deposit of \$33,000.00 from Walter Day. Defendant's Motion for
8 Issue Sanctions attached this statement as Exhibit G and it was lodged conditionally under seal on
9 November 1, 2023. Ross. Decl. ¶ 8.

10 When these documents were produced in discovery, Defendant did not object to the
11 Confidential and highly Confidential designations pursuant to the protocol set forth in the protective
12 order. Moreover, Defendant still does not object to the designations. Ross. Decl. ¶ 9.

13 These documents constitute sensitive business information of not only Plaintiff's business,
14 but as noted third parties. As such, Plaintiff has an overriding interest in the privacy of this
15 information, this overriding interest overcomes the right of public access to this record, a substantial
16 probability exists that Plaintiff's overriding interest will be prejudiced if the record is not sealed, the
17 proposed sealing is narrowly tailored, and no less restrictive means exists to achieve this overriding
18 interest. Ross. Decl. ¶ 10.

19 Furthermore, Plaintiff contends that Defendant's Motion for Issue Sanctions is a discovery
20 motion and therefore the documents should have been lodged as confidential under the protective
21 order instead of conditionally under seal. Ross. Decl. ¶ 6, 11; see Ex. A at 10.

22 On November 3, 2023, Plaintiff's counsel emailed all counsel advising that Plaintiff believed
23 Defendant's Motion for Issue Sanctions was a discovery based motion and therefore Defendant's
24 Exhibits F and G should have been lodged as Confidential and filed under seal without further
25 sealing order requires pursuant to the protective order. On November 3, 2023, Plaintiff's counsel
26 had a telephonic conference with Defendant's counsel regarding our request for stipulation that the
27 exhibits be filed under seal. Defendant's counsel disagreed that it was a discovery motion, but agreed
28 to stipulate that the exhibits be filed under seal. Defendant's counsel confirmed the agreement to

1 seal the documents via email on November 4, 2023. Ross. Decl. ¶ 12, Ex. B.

2 Based on the foregoing, Plaintiff respectfully requests the Court make an Order to seal the
3 documents lodged as Exhibits F and G by Defendant regarding Defendant's Motion for Issue
4 Sanctions.

5 **II. LEGAL STANDARD**

6 California Rules of Court, Rule 2.551 provides that a party may request that a record be filed
7 under seal by filing a noticed motion or application for an order sealing that record. Following a
8 hearing, the Court can enter an order directing the sealing of documents that contain material which
9 needs to be placed under seal. The Court may order that a record be filed under seal if it finds facts
10 that establish:

- 11 (1) There exists an overriding interest that overcomes the right of public access to
12 the record;
- 13 (2) The overriding interest supports sealing the record;
- 14 (3) A substantial probability exists that the overriding interest will be prejudiced if
15 the record is not sealed;
- 16 (4) The proposed sealing is narrowly tailored; and
- 17 (5) No less restrictive means exist to achieve the overriding interest.

18 Cal. Rules of Court, rule 2.551(d); see also *In re Providian Credit Card Cases* (2002) 96
19 Cal.App.4th 292, 299-301.

20 **III. PLAINTIFF'S PRIVACY INTEREST OVERCOMES THE PUBLIC'S RIGHT OF 21 ACCESS TO THE RECORDS AND SUPPORTS SEALING THE RECORDS**

22 At stake here is Plaintiff's overriding privacy interest. Article I, section 1 of the California
23 includes, among various inalienable rights of "all people," the right to privacy. *H&M Associates v.*
24 *City of El Centro* (1980) 109 Cal.App.3d 399, 411. Legally protected privacy interests are: (1)
25 interests in precluding the dissemination or misuse of sensitive and confidential information; and
26 (2) interests in making personal decisions or conducting personal activities without observation,
intrusion or interference. *Hill v. National Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 35.

27 Here, the documents that comprise Exhibits F and G were marked as Confidential and Highly
28 Confidential pursuant to the stipulated protective order in this action. These documents contain not

only sensitive and confidential information of Plaintiff but also of third parties that are wholly unrelated to the action. The protective order in this matter was entered into by the parties so this exact kind of information would not be published to the public. As such, there is an overriding privacy interest here because the documents constitute sensitive and confidential information and that interest, along with the terms of the protective order, support sealing the documents.

The proposed sealing is narrowly tailored because it consists of only those documents that are confidential. Additionally, the documents, Exhibits F and G, have already been lodged separately and conditionally under seal by Defendant on November 1, 2023.

If these documents are not sealed Plaintiff will be severely prejudiced in that he will be risking his sensitive business information and business information of third parties, that are unrelated to this action, being made public. Documents and other information from this action have already been plastered all over the internet in blogs and YouTube videos. The risk of Plaintiff's business and third parties' businesses suffering if the documents are made public is incredibly high.

No less restrictive means exist to achieve the overriding interest as these documents were already filed conditionally under seal and will be released to the public with the sensitive information unreacted without the Court granting an Order to seal them.

Finally, Defendant has agreed that the exhibits should be filed under seal.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this motion be granted and that the documents lodged by Defendant on November 1, 2023 as Exhibits F and G to Defendant's Motion for Issue Sanctions be sealed.

DATED: November 13, 2023

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

By:



Anthony J. Ellrod
Kristina Ross
Attorneys for Plaintiff
WILLIAM JAMES MITCHELL

DECLARATION OF KRISTINA ROSS

I, KRISTINA ROSS, declare as follows:

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

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

3. On October 26, 2022, the Court entered the Parties stipulated protective order due to Defendant and Defendant's counsel leaking pleadings, discovery, and other portions of this litigation to third parties to disseminate on the internet for the purpose of damaging Plaintiff's reputation and skewing public favor against Plaintiff. Attached hereto as Exhibit ("Ex.") A is a true and correct copy of the conformed Stipulation and Protective Order entered by the Court on October 26, 2022.

4. The protective order states that " 'Confidential' means any Documents, Testimony, or Information which is in the possession of a Designating Party who believes in good faith that such Documents, Testimony, or Information is entitled to confidential treatment under applicable law. A Designating Party may designate its discovery responses as 'Confidential'." Further, "'Highly Confidential' means any information which belongs to a Designating Party who believes in good faith that the Disclosure of such information to another Party or non-Party would create a substantial risk of serious financial or other injury that cannot be avoided by less restrictive means." Ex. A at 2.

5. The protective order also details the procedure for a non-designating party to object to the designation of documents as Confidential or Highly Confidential. Ex. A at 4-5.

6. Further, the protective order details the process for a party to include documents that were designated as Confidential or Highly Confidential in any motion or other proceeding as governed by CRC, Rules 2.550 and 2.551. Specifically, if the materials designated as Confidential or Highly Confidential are being used in connection with discovery motions, the designated

1 materials “shall be separately filed under seal with the clerk of the Court in an envelope marked:
2 ‘CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND
3 WITHOUT ANY FURTHER SEALING REQUIRED’. Ex. A at 10.

4 7. On January 5, 2023, Plaintiff produced bank account statements for Rickey’s related
5 to Plaintiff’s claim for damages to his business, which has since been withdrawn. The statements
6 were marked Highly Confidential pursuant to the protective order. The statements were redacted to
7 remove the account number; however, all of the transactions were not redacted and include
8 numerous third parties information as the descriptions of all transactions are visible. Additionally,
9 the monetary information related to the deposits, withdrawals, and status of the account were not
10 redacted. Defendant’s Motion for Issue Sanctions attached the statement from March 2018 as
11 Exhibit F and it was lodged conditionally under seal on November 1, 2023.

12 8. On October 18, 2023, Plaintiff produced a bank statement for Rickey’s also from
13 March 2018. This statement was marked Confidential pursuant to the protective order and redacted
14 of all information except the pertinent deposit of \$33,000.00 from Walter Day. Defendant’s Motion
15 for Issue Sanctions attached this statement as Exhibit G and it was lodged conditionally under seal
16 on November 1, 2023.

17 9. When these documents were produced in discovery, Defendant did not object to the
18 Confidential and highly Confidential designations pursuant to the protocol set forth in the protective
19 order. Moreover, Defendant still does not object to the designations.

20 10. These documents constitute sensitive business information of not only Plaintiff’s
21 business, but as noted third parties. As such, Plaintiff has an overriding interest in the privacy of this
22 information, this overriding interest overcomes the right of public access to this record, a substantial
23 probability exists that Plaintiff’s overriding interest will be prejudiced if the record is not sealed, the
24 proposed sealing is narrowly tailored, and no less restrictive means exists to achieve this overriding
25 interest.

26 11. Plaintiff contends that Defendant’s Motion for Issue Sanctions is a discovery motion
27 and therefore the documents should have been lodged as confidential under the protective order
28 instead of conditionally under seal. see Ex. A at 10.

1 12. On November 3, 2023, I emailed all counsel advising that we believed Defendant's
2 Motion for Issue Sanctions was a discovery based motion and therefore Defendant's Exhibits F and
3 G should have been lodged as Confidential and filed under seal without further sealing order requires
4 pursuant to the protective order. On November 3, 2023, I had a telephonic conference with
5 Defendant's counsel regarding our request for stipulation that the exhibits be filed under seal.
6 Defendant's counsel disagreed that it was a discovery motion, but agreed to stipulate that the
7 exhibits be filed under seal. Defendant's counsel confirmed the agreement to seal the documents via
8 email on November 4, 2023. Attached hereto as Exhibit B is a true and correct copy of said email
9 thread.

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

12 Executed on this 13th of November, 2023, at Los Angeles, California.

13
14 
15 _____
16 Kristina Ross
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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)
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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

17
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

Designating Party of such breach or threatened breach; and

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

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

a. The Court;

b. Trial Counsel for the Parties, their partners and associates, and staff and supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and clerical employees and contractors, and outside copying services, who are working on this Proceeding (or any further proceedings herein) under the direction of such attorneys and to whom it is necessary that the Highly Confidential Materials be Disclosed for purposes of this Proceeding. Such employees, assistants, contractors and agents to whom such access is permitted and/or Disclosure is made shall, prior to such access or Disclosure, be advised of, and become subject to, the provisions of this Protective Order. "Trial Counsel," for purposes of this Paragraph, shall mean outside retained counsel and shall not include in-house counsel to the undersigned Parties and the paralegal, clerical and secretarial staff employed by such in-house counsel;

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

d. outside experts or expert consultants consulted by the undersigned Parties or their counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing; provided, however, that prior to the Disclosure of Highly Confidential Materials to any such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms to such person, and shall 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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

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

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

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

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



 Steve Chang

EXHIBIT B

Kristina Ross

From: David Tashroudian <david@tashlawgroup.com>
Sent: Saturday, November 4, 2023 7:27 PM
To: Kristina Ross
Cc: Anthony J. Ellrod; Rhea Mercado; Norma Limon; rwc robertwcohenlaw.com; Mona Tashroudian
Subject: Re: Motion for Sanctions [Mitchell v. Twin Galaxies]

Thank you for the call on Friday. We are agreeable to making it easy and stipulating to keeping the docs sealed.

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

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

On Fri, Nov 3, 2023 at 2:11 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

After review of your notice and the Protective Order, we believe this is a discovery motion as it is based upon an alleged failure to produce documents in discovery and seeks a discovery remedy in part.

As such, the Protective Order (p10) states that we do not have to file a motion for seal as you should have filed it marked "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED" it as indicated in the protective order.

Therefore, we will need to file a stipulation that those documents should have been filed under seal without an order so they do not become public.

Please advise if you will agree to this stipulation by end of business today.

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 | manningkass.com

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

Note: This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. The information transmitted in or with this message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material and is protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any retransmission, dissemination, distribution, copying or other use of, or the taking of any action in reliance upon, this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting the material from your computer. Thank you. Manning & Kass, Ellrod, Ramirez, Trester, LLP

From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, November 1, 2023 9:01 PM

To: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>; Kristina Ross <Kristina.Ross@manningkass.com>; Rhea Mercado <Rhea.Mercado@manningkass.com>; Norma Limon <Norma.Limon@manningkass.com>; rwc robertwcohenlaw.com <rwc@robertwcohenlaw.com>

Cc: Mona Tashroudian <mona@tashlawgroup.com>

Subject: Re: Motion for Sanctions [Mitchell v. Twin Galaxies]

Good evening all --

Notice of Lodgment attached for service.

David

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 Wed, Nov 1, 2023 at 12:58 PM David Tashroudian <david@tashlawgroup.com> wrote:

Good afternoon all --

Attached hereto is a service copy of Twin Galaxies' motion for sanctions and supporting documents.

Thank you.

David

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.

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.

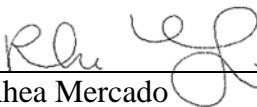
On November 13, 2023, I served true copies of the following document(s) described as **MOTION TO SEAL RE DEFENDANT'S LODGMENT ON NOVEMBER 1, 2023 RE DEFENDANT'S MOTION FOR ISSUE SANCTIONS** on the interested parties in this action as follows:

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: david@tashlawgroup.com Email: mona@tashlawgroup.com 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: rwcohenlaw.com Attorneys for Cross-Defendant, WALTER DAY
---	---

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 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 13, 2023, at Los Angeles, California.


Rhea Mercado



Court Reservation Receipt

Reservation

Reservation ID: 786359911283	Status: RESERVED
Reservation Type: Motion to Seal (Motion To Seal Re Defendant's Lodgment On November 1, 2023 Re Defendant's Motion For Issue Sanctions)	Number of Motions: 1
Case Number: 19STCV12592	Case Title: WILLIAM JAMES MITCHELL vs TWIN GALEXIES, LLC
Filing Party: William James Mitchell (Plaintiff)	Location: Stanley Mosk Courthouse - Department 36
Date/Time: February 29th 2024, 8:30AM	Confirmation Code: CR-6ZHLDNZFVGASA3CKC

Fees

Description	Fee	Qty	Amount
Motion to Seal (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: MasterCard
Account Number: XXXX0764	Authorization: 036116
Payment Date: 2023-11-13	

[◀ Back to Main](#)

Print Page