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 Superior Court of California,
 County of Los Angeles
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 David W. Slayton,
 Executive Officer/Clerk of Court,
 By V. Sino-Cruz, 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 NOTICE OF MOTION
 AND MOTION TO ENFORCE
 SETTLEMENT AGREEMENT
 PURSUANT TO C.C.P. SECTION 664.6;
 MEMORANDUM OF POINTS AND
 AUTHORITIES; REQUEST FOR FEES
 AND COSTS TOTALING \$9,120.00;
 DECLARATION OF KRISTINA ROSS**

[Filed concurrently with [PROPOSED]
 ORDER; Notice of Lodging; Motion to Seal;
 [PROPOSED] Order re Motion to Seal]

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

Reservation No.: 184998743012

TO THE HONORABLE COURT, ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on May 30, 2024 at 8:30 a.m. or as soon thereafter that the matter may be heard in department 36 of the above-referenced Court, Plaintiff WILLIAM JAMES MITCHELL (“Plaintiff”) will and hereby does move the Court for an Order enforcing the settlement agreement pursuant to California Code of Civil Procedure (“C.C.P.”) § 664.6 such that Defendant

1 TWIN GALAXIES, LLC (“Defendant”) be ordered to comply with the [REDACTED] provisions
2 of the Settlement Agreement and allow Plaintiff to remedy the Defendant’s breach of [REDACTED]
3 by posting the term of the Settlement Agreement which Defendant [REDACTED]
4 [REDACTED]

5 PLEASE ALSO TAKE NOTICE that [REDACTED] Plaintiff also
6 seeks an order of attorney’s fees and costs associated with filing of this Motion totaling \$9,120.00.

7 This Motion is based upon C.C.P. § 664.6, this Notice of Motion, the accompanying
8 Memorandum of Points and Authorities in support thereof, the Declaration of Kristina Ross, the
9 pleadings and papers on file in this action, and upon the arguments and additional evidence, if any,
10 submitted at the hearing on the Motion.

11
12 DATED: March 11, 2024

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. STATEMENT OF FACTS

This case arises from defamatory statements made by Defendant regarding Plaintiff's achievement of certain world records in video gaming. On April 11, 2019, Plaintiff filed this lawsuit against Defendant, and subsequently filed a First Amended Complaint on March 12, 2020, setting out two causes of action: (1) Defamation; and (2) False Light. At the center of the action are public statements made by Twin Galaxies on April 12, 2018, that Plaintiff had achieved his long-standing world record video game scores by cheating. Based on these allegations Defendant stripped Plaintiff of those records and forever banned him from submitting further records as of April 2018. Declaration of Kristina Ross ("Ross Decl.") ¶ 3.

The parties entered into a written Settlement Agreement [REDACTED]. The Settlement Agreement included [REDACTED]. Moreover, counsel of record for the parties appeared in Court on January 11, 2024 and advised the Court of the settlement. Finally, the parties and counsel entered into and filed a stipulation for the Court to explicitly retain jurisdiction to enforce that settlement under §664.6 on January 11, 2024. Ross Decl. ¶ 4; See Ex. A.

Pursuant to the Settlement Agreement, [REDACTED] Id. at Ex. A subsection (1)(B) and Exhibit 1 to the Settlement Agreement.

At 9:00 a.m. on January 16, 2024, Defendant released the public statement [REDACTED]. It stated in pertinent part that "Twin Galaxies shall heretofore reinstate all of Mr. Mitchell's scores as part of the official historical database on Twin Galaxies' website". Ross Decl. ¶ 5, See Ex. B. On or about January 16, 2024, Defendant, by and through its' principal Jason Hall, [REDACTED]. Id.

///

1 Moreover, Defendant again breached the Settlement Agreement [REDACTED]
 2 [REDACTED]
 3 Ross Decl. ¶ 6; See Ex. C. Only 33 minutes after Defendant’s statement was publicly posted Karl
 4 Jobst (who lives in Brisbane, Australia where it would be 3:33 a.m.) emailed Jason Hall at Twin
 5 Galaxies asking about the Twin Galaxies statement, and Mr. Hall responded 6 minutes later. The
 6 email from Mr. Hall to Mr. Jobst was as follows:

7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED] Ross Decl. ¶ 6, Ex. C.

13 As this Court is aware, Karl Jobst is an Australian YouTuber that makes monetized and
 14 sponsored videos and has posted numerous videos regarding this litigation, including portions of
 15 Plaintiff’s deposition video which he received from Defendant. Further, Mr. Jobst is currently
 16 engaged in litigation with Plaintiff in Australia. [REDACTED] [REDACTED]

17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED] Therefore, Plaintiff has no ability to know for certain if Mr. Hall

20 and Mr. Jobst were communicating about the Settlement Agreement and public statement prior to
 21 January 16, 2024 at 9:00 a.m. PST. However, Plaintiff believes such communication did occur as
 22 barely an hour after this exchange, Jobst published a 10 minute, polished video discussing the case
 23 and the settlement. In addition, immediately upon issuing the statement Defendant began selling
 24 products referencing the dispute and the lying/cheating allegations made by Defendant against Mr.
 25 Mitchell. These products are featured in Mr. Jobst’s video, showing that products were being sold
 26 within hours of the release of Defendant’s statement. Ross Decl. ¶ 7.

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1 Plaintiff attempted to cure said breach [REDACTED] without Court intervention;
2 however, Defendant was unwilling. Ross Decl. ¶ 8; See Ex. D.

3 As such, Plaintiff is forced to bring this Motion under C.C.P. § 664.6 and request that the
4 Court order Defendant to comply with the [REDACTED] Settlement Agreement
5 [REDACTED]
6 [REDACTED]. Furthermore, Plaintiff requests an award of
7 \$9,120.00 for costs and attorney's fees incurred in bringing this Motion [REDACTED]
8 [REDACTED] Ross Decl. ¶ 9.

9 **II. ARGUMENT**

10 **A. The Court Has Authority to Enforce the Settlement Agreement Pursuant to**
11 **Code of Civil Procedure § 664.4**

12 Code of Civil Procedure §664.6 states:

13 If parties to pending litigation stipulate, in a writing signed by the
14 parties outside the presence of the court or orally before the court, for
15 settlement of the case, or part thereof, the court, upon motion, may
16 enter judgment pursuant to the terms of the settlement. If requested
17 by the parties, the court may retain jurisdiction over the parties to
18 enforce the settlement until performance in full of the terms of the
19 settlement.

20 Section 664.6 provides a summary procedure by which the trial court can specifically
21 enforce an agreement to settle pending litigation without the need to file a second lawsuit. See *Kirby*
22 *v. Southern Cal. Edison* (2000) Cal.App.4th 840, 843. Under this section, the Court is explicitly
23 empowered to enter judgment upon a stipulated settlement by means of a noticed motion even if
24 there are contentions of disputed facts.

25 Here, Plaintiff is entitled to have the settlement agreement enforced pursuant to C.C. P. §
26 664.6. The parties entered into a written Settlement Agreement [REDACTED]
27 [REDACTED]
28 [REDACTED] Moreover, counsel of record for the parties
appeared in Court on January 11, 2024 and advised the Court of the settlement. Finally, the parties
and counsel entered into and filed a stipulation for the Court to retain jurisdiction to enforce the
settlement under §664.6 on January 11, 2024 [REDACTED].

Thus, there is no dispute that the parties entered into a valid and binding Settlement Agreement and that the Court has both the authority and express written consent of the parties to enforce the Settlement Agreement.

B. The Court Should Order Defendant to Comply with the Terms of the Settlement Agreement Pursuant to C.C.P. § 664.6 and Remedy the Breach

In ruling on the motion, the court determines “whether the parties entered into a valid and binding settlement of all or part of the case.” *Casa de Valley View Owner’s Assn.* at 1189.

However, when considering a motion for judgment pursuant to terms, the trial court may not create the material terms of a settlement, as opposed to deciding what terms the parties themselves have previously agreed upon. *Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724 (rehearing denied, review denied); see also *Leeman v. Adams Extract & Spice, LLC* (2015) 236 Cal.App.4th 1367. Although a judge hearing a motion to enforce a settlement may receive evidence, determine disputed facts, and enter the terms of a settlement agreement as a judgment, nothing in the statute authorizes a judge to create the material terms of a settlement, as opposed to deciding what terms the parties themselves have previously agreed upon. *J.B.B. Investment Partners, Ltd. v. Fair* (2014) 232 Cal.App.4th 974 (as modified, review filed, review denied).

Here, there is no question that the parties finalized and signed the Settlement Agreement on [REDACTED]. Ross Decl. ¶ 4. Thus, there is an enforceable settlement agreement for the Court to rule on.

Pursuant to the Settlement Agreement, [REDACTED]
[REDACTED]. Ross Decl. ¶ ,
Ex. A at paragraph 6. [REDACTED]
[REDACTED] A true and correct copy of the Settlement
Agreement is attached hereto as Exhibit “A”. Ross Decl. ¶ 4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Ross Decl. ¶ 4; See Ex. A

A material term of the settlement was [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The Settlement Agreement went on to state at [REDACTED]

[REDACTED]

[REDACTED] Ross Decl. ¶ 4; See Ex. A.

At 9:00 a.m. on January 16, 2024, Defendant released the public statement [REDACTED]

[REDACTED]. It stated in pertinent part that

“Twin Galaxies shall heretofore reinstate all of Mr. Mitchell’s scores as part of the official historical database on Twin Galaxies’ website”. Ross Decl. ¶ 5, See Ex. B.

Significantly 33 minutes later Karl Jobst (who lives in Brisbane, Australia where it would be 3:33 a.m.) emailed Jason Hall at Twin Galaxies asking about the Twin Galaxies statement, and Mr. Hall responded 6 minutes later. The email from Hall to Jobst was as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ross Decl. ¶ 6, Ex. C.

Barely an hour after this exchange, Mr. Jobst published a 10 minute, polished video discussing the case and the settlement. In addition, immediately upon issuing the statement Defendant began selling products referencing the dispute and the lying/cheating allegations made by Defendant against Mr. Mitchell. These products are featured in Mr. Jobst’s video, showing that products were being sold within hours of the release of Defendant’s statement. Ross Decl. ¶ 7.

Finally, [REDACTED]

[REDACTED]. Ross Decl. ¶ 5, Ex. B.

Defendant, by and through its principal Jason Hall, breached [REDACTED]

[REDACTED] the Settlement Agreement on at least two occasions. [REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED] Ross Decl. ¶ 4, See Ex. A Section 1(D);
 Ross Decl. ¶ 5, Ex. B; Ross Decl. ¶ 6, Ex. C.

First, the comment posted by Defendant is [REDACTED]
 [REDACTED]
 [REDACTED]. Ross Decl. ¶ 4, Ex. A at Section 1(B). Second, pursuant to the Settlement
 Agreement, [REDACTED]
 [REDACTED]
 [REDACTED] Ross Decl. ¶ 4, Ex. A at Section 1(D). Therefore, [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

What is clear is that while negotiating settlement with Plaintiff, Defendant was secretly
 conspiring with Mr. Jobst to further damage Plaintiff's reputation. As such, it is necessary for the
 Court to order Defendant to comply with the terms and conditions of the Settlement Agreement
 including [REDACTED]
 [REDACTED].

As there is no way to claw back the breach [REDACTED], especially considering
 Twin Galaxies itself posted on its website and Jobst's YouTube video already has 888,866 views as
 of March 7, 2024, the only remedy and cure is for the Court to permit Plaintiff to publish the
 language in the Settlement Agreement stating: [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] Furthermore, Defendant should be ordered to post a
 clarification as to its' comment on its' website under the public statement that makes it clear that

1 the [REDACTED]. [REDACTED]
 2 [REDACTED]
 3 [REDACTED].

4 **C. The Court Should Award Plaintiff \$ for the Fees and Costs Incurred in**
 5 **Enforcing the Settlement Agreement**

6 The Settlement Agreement unambiguously [REDACTED]
 7 [REDACTED] Specifically, it
 8 states [REDACTED]
 9 [REDACTED] Ross Decl. ¶ 4; See Ex.
 10 A.

11 Once Plaintiff was made aware of the breach by Defendant, Plaintiff's counsel reached out
 12 to Defendant's counsel in an effort to cure the breach without Court interference. However,
 13 Defendant was not willing to comply with the remedy Plaintiff sought and seeks herein. Ross Decl.
 14 ¶ 8, See Ex. D. As such, Plaintiff was forced to incur the costs and fees associated with the instant
 15 Motion.

16 As set forth in the Declaration of Kristina Ross accompanying this Motion, Plaintiff will
 17 have incurred no less than \$9,000.00 in attorney's fees in obtaining this enforcement order, including
 18 the concurrently file Motion to Seal, and the filing fee for both motions is \$120.00. Therefore, the
 19 Court should order Defendant to pay Plaintiff the sum of \$9,120.00 for forcing them to file this
 20 instant Motion and the concurrently filed Motion to Seal in order to protect [REDACTED]
 21 the Settlement Agreement. Ross Decl. ¶ 9.

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III. CONCLUSION

Defendant was clearly acting in bad faith when it negotiated a settlement agreement it knew it would immediately breach. For the reasons set forth above, the Court should order Defendant to comply with all terms and conditions of the Settlement Agreement, post a retraction to [REDACTED] [REDACTED] and allow Plaintiff to remedy the breach [REDACTED] of the Settlement Agreement [REDACTED]. The Court should also order Defendant pay Plaintiff the sum of \$9,120.00 for attorney's fees and costs incurred in bringing this Motion.

DATED: March 11, 2024

**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. This case arises from defamatory statements made by Defendant regarding Plaintiff's achievement of certain world records in video gaming. On April 11, 2019, Plaintiff filed this lawsuit against Defendant, and subsequently filed a First Amended Complaint on March 12, 2020, setting out two causes of action: (1) Defamation; and (2) False Light. At the center of the action are public statements made by Twin Galaxies on April 12, 2018, that Plaintiff had achieved his long-standing world record video game scores by cheating. Based on these allegations Defendant stripped Plaintiff of those records and forever banned him from submitting further records as of April 2018.

4. The parties entered into a written Settlement Agreement [REDACTED]. The Settlement Agreement included [REDACTED]. Moreover, counsel of record for the parties appeared in Court on January 11, 2024 and advised the Court of the settlement. Finally, the parties and counsel entered into and filed a stipulation for the Court to explicitly retain jurisdiction to enforce that settlement under §664.6 on January 11, 2024. Pursuant to the Settlement Agreement, [REDACTED]. Attached hereto as Exhibit "A" is a true and correct copy of the executed Settlement Agreement.

5. At 9:00 a.m. on January 16, 2024, Defendant released the public statement [REDACTED]. It stated in pertinent part that "Twin Galaxies shall heretofore reinstate all of Mr. Mitchell's scores as part of the official historical database on Twin Galaxies' website". On or about January 16, 2024, Defendant, by and

1 through its' principal Jason Hall, [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]. Attached hereto as Exhibit "B" is a printed
5 PDF screenshot of Defendant's website with comments on January 17, 2024 at approximately 1:38
6 p.m.

7 6. Moreover, Defendant again breached the Settlement Agreement [REDACTED]

8 [REDACTED]
9 [REDACTED] Significantly 33 minutes after Defendant's statement was posted, Karl Jobst (who lives in
10 Brisbane, Australia where it would be 3:33 a.m.) emailed Jason Hall at Twin Galaxies asking about
11 the Twin Galaxies statement, and Mr. Hall responded 6 minutes later. Attached hereto as Exhibit
12 "C" upon information and belief is a true and correct copy of an email between Jason Hall and Karl
13 Jobst on January 16, 2024.

14 7. Karl Jobst is an Australian YouTuber that makes monetized and sponsored videos
15 and has posted numerous videos regarding this litigation, including portions of Plaintiff's deposition
16 video which he received from Defendant. Further, Mr. Jobst is currently engaged in litigation with
17 Plaintiff in Australia. [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED] Therefore, Plaintiff has no ability to know for certain if Mr. Hall and Mr. Jobst were
21 communicating about the Settlement Agreement and public statement prior to January 16, 2024 at
22 9:00 a.m. PST. However, Plaintiff believes such communication did occur as barely an hour after
23 this exchange, Jobst published a 10 minute, polished video discussing the case and the settlement.
24 In addition, immediately upon issuing the statement Defendant began selling products referencing
25 the dispute and the lying/cheating allegations made by Defendant against Mr. Mitchell. These
26 products are featured in Mr. Jobst's video, showing that products were being sold within hours of
27 the release of Defendant's statement.

28 ///

9. As such, Plaintiff is forced to bring this Motion under C.C.P. § 664.6 and request that the Court order Defendant to comply with [REDACTED] the Settlement Agreement [REDACTED]

My billing rate in this matter is \$375.00 per hour. I have expended 18 hours in connection with this instant Motion, including the research, drafting, and redacting of portions to lodge conditionally under seal. Further, I expended another 6 hours in connection with the concurrently filed Motion to Seal to seal the documents lodged conditionally under seal and protect the Settlement Agreement. Additionally, Plaintiff incurred the \$60.00 filing fee to file this Motion and \$60.00 filing fee to file the concurrently filed Motion to Seal. The total amount sought for recovery of attorney's fees and costs is \$9,120.00.

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



Kristina Ross

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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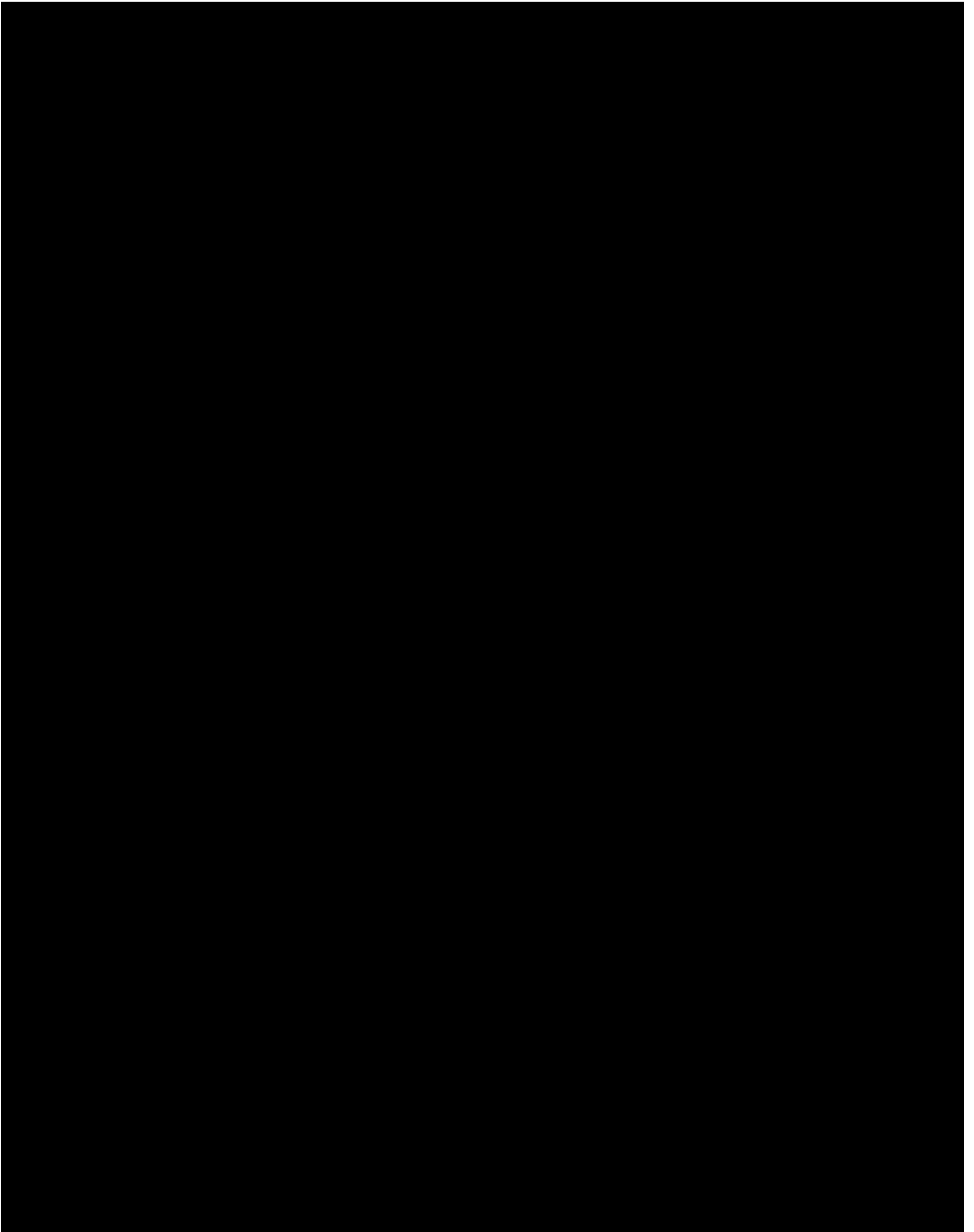
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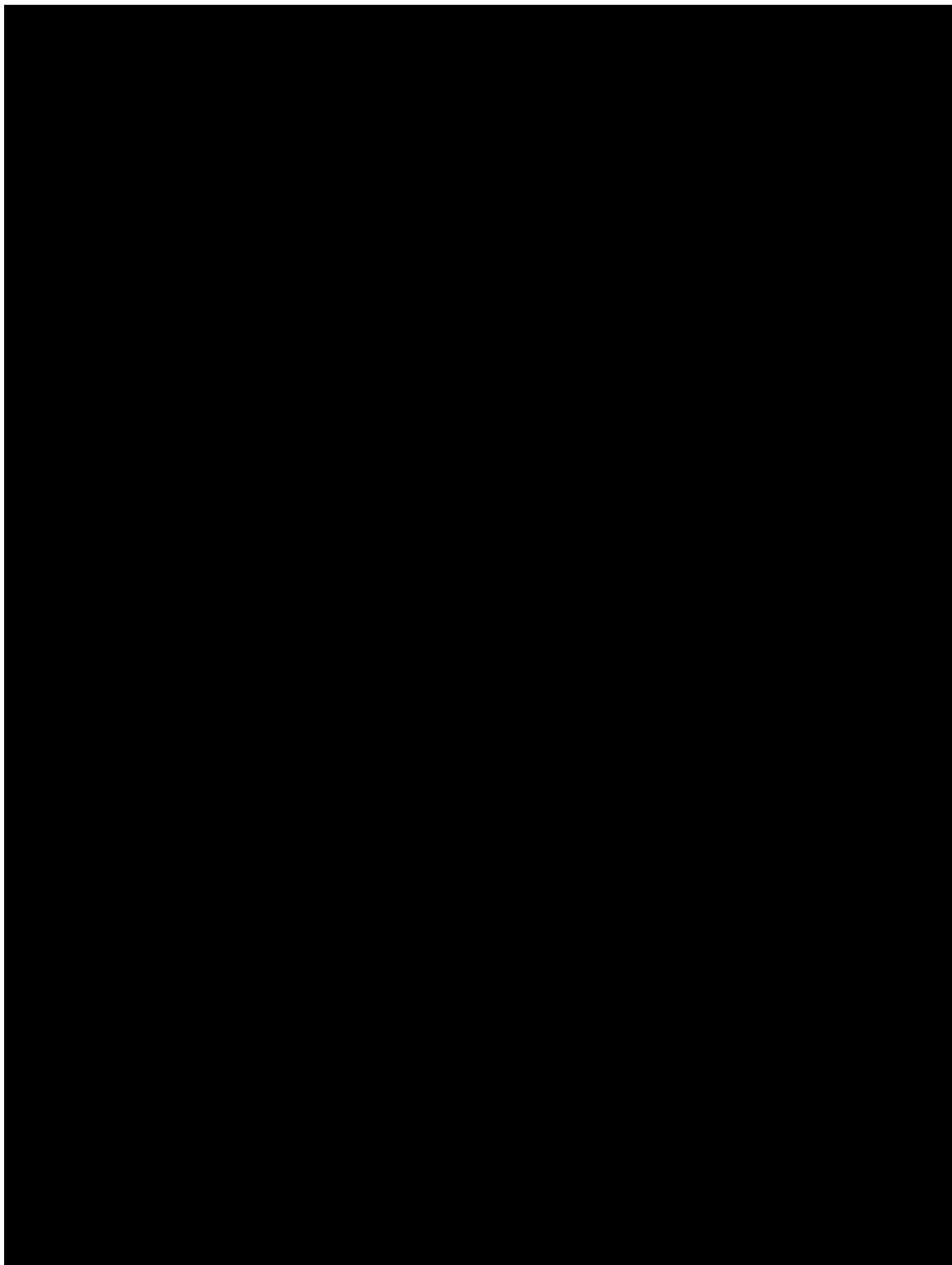
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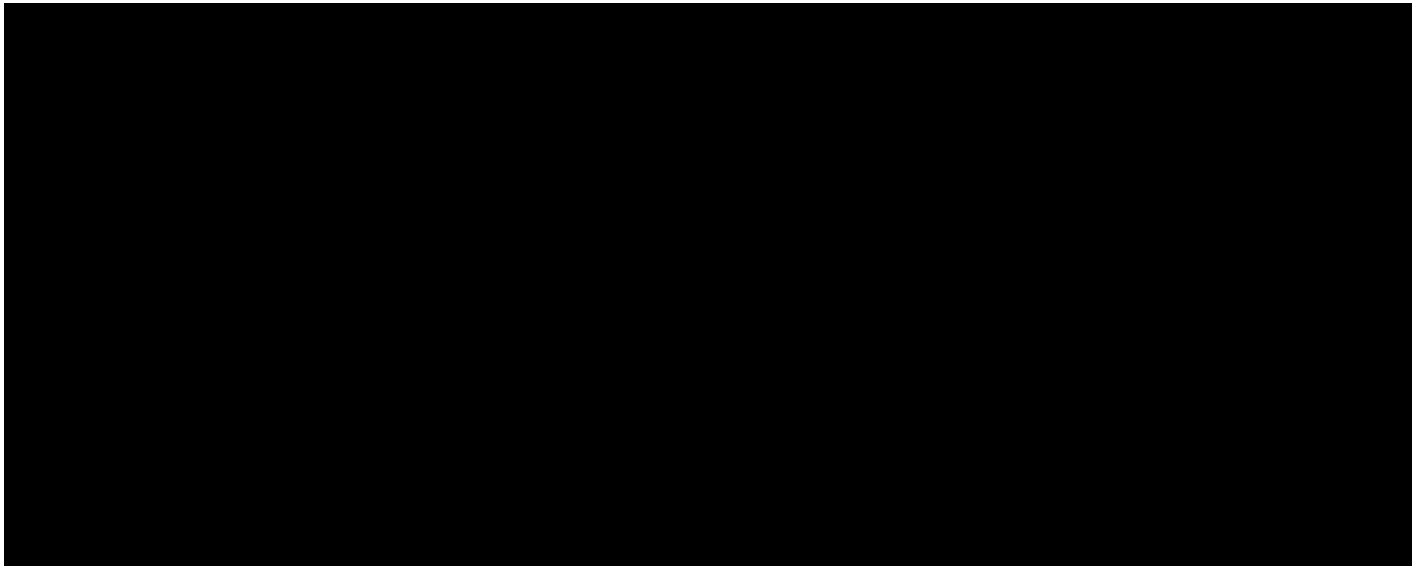


EXHIBIT B

Twin Galaxies Statement



COMMUNITY FEATURED

A Statement From Twin Galaxies:

Billy Mitchell’s Donkey Kong score performances of 1,047,200 (the King of Kong Score), 1,050,200 (the Mortgage Brokers score), and 1,062,800 (the Boomers score) were originally accepted and posted as record performances by Twin Galaxies based upon either video tape submission, live referee verification, or a combination of video tape submission and live referee verification.

On February 2, 2018, Twin Galaxies Adjudication began investigating a dispute claim filed by a community member asserting that these performances were not generated by unmodified original Donkey Kong arcade hardware as required by the leaderboard rules.

On April 12, 2018, Twin Galaxies removed all of Mr. Mitchell’s scores and banned Mr. Mitchell from competing on Twin Galaxies’ competitive leaderboards. This was centered upon a technical basis of what Twin Galaxies believed to be a demonstrated impossibility of original, unmodified Donkey Kong arcade hardware to produce images shown in the videotaped recordings of some of the disputed adjudicated performances. The basis for this decision was an independent investigation by Twin Galaxies, supported by a series of detailed submissions, experiments, and analyses by Twin Galaxies and from the Twin Galaxies community, each with varying degrees of technical expertise and access to equipment.

Recently, on behalf of Mr. Mitchell, [Dr. Michael Zyda](#), an individual who holds a Bachelor of Arts in Computer and Information Science from University of California, San Diego, a Master’s of Science in Computer and Information Science from the University of Massachusetts, Amherst, and a Doctorate of Science from the University of Washington School of Engineering, and who has been qualified as an expert by California and federal courts, [concluded that the game play on the subject tapes could in fact depict play on original unmodified Donkey Kong arcade hardware if the hardware involved was malfunctioning likely due to degradation of components.](#)

Twin Galaxies is committed to ensuring fairness for all parties and to allow and consider any new information that becomes available. In addition, Twin Galaxies seeks to disclose all and any evidence so that individuals can form their own judgments. To this end, Twin Galaxies openly and publicly takes note of [Dr. Zyda’s expressed expert opinion](#) in regard to providing a method by which the videotape content in question might have been produced.

Twin Galaxies’ mandate is to verify that submissions meet verification guidelines, not to investigate how they are produced. This latter area remains available to experts such as Dr. Zyda and other interested parties, who may examine and assess these matters for their individual purposes. Twin Galaxies takes no official stance on the creation of submitted content but can recognize and acknowledge Dr. Zyda’s expert opinion.

In fair consideration of the expert opinion provided by Dr. Zyda on behalf of Mr. Mitchell, and consistent with Twin Galaxies’ dedication to the meticulous documentation and preservation of video game score history, Twin Galaxies shall heretofore reinstate all of Mr. Mitchell’s scores [as part of the official historical database on Twin Galaxies’ website.](#)

Additionally, upon closing of the matter, Twin Galaxies shall permanently archive and remove from online display the dispute thread titled “Dispute: xelnia - Arcade - Donkey Kong - Points [Hammer Allowed] - Player: Billy L Mitchell - Score: 1,062,800” located on the [TwinGalaxies.com](#) website, as well as all related statements and articles.



DISCUSSION



redelf,
Yesterday05:34 PM

I find this to be very wrong.



0 Comments



Barra,
Yesterday05:48 PM

This reads terrible for TG at first glance but the historical database is from when TG was purchased in 2014 and Billy's scores were part of that anyway



0 Comments



Altcenter,
Yesterday05:56 PM

Man, Can't really trust any scores from you guys anymore if you're going to uphold fraud just because a baby cries too loudly



0 Comments



MillyBitchell,
Yesterday05:58 PM

LMAO.



0 Comments



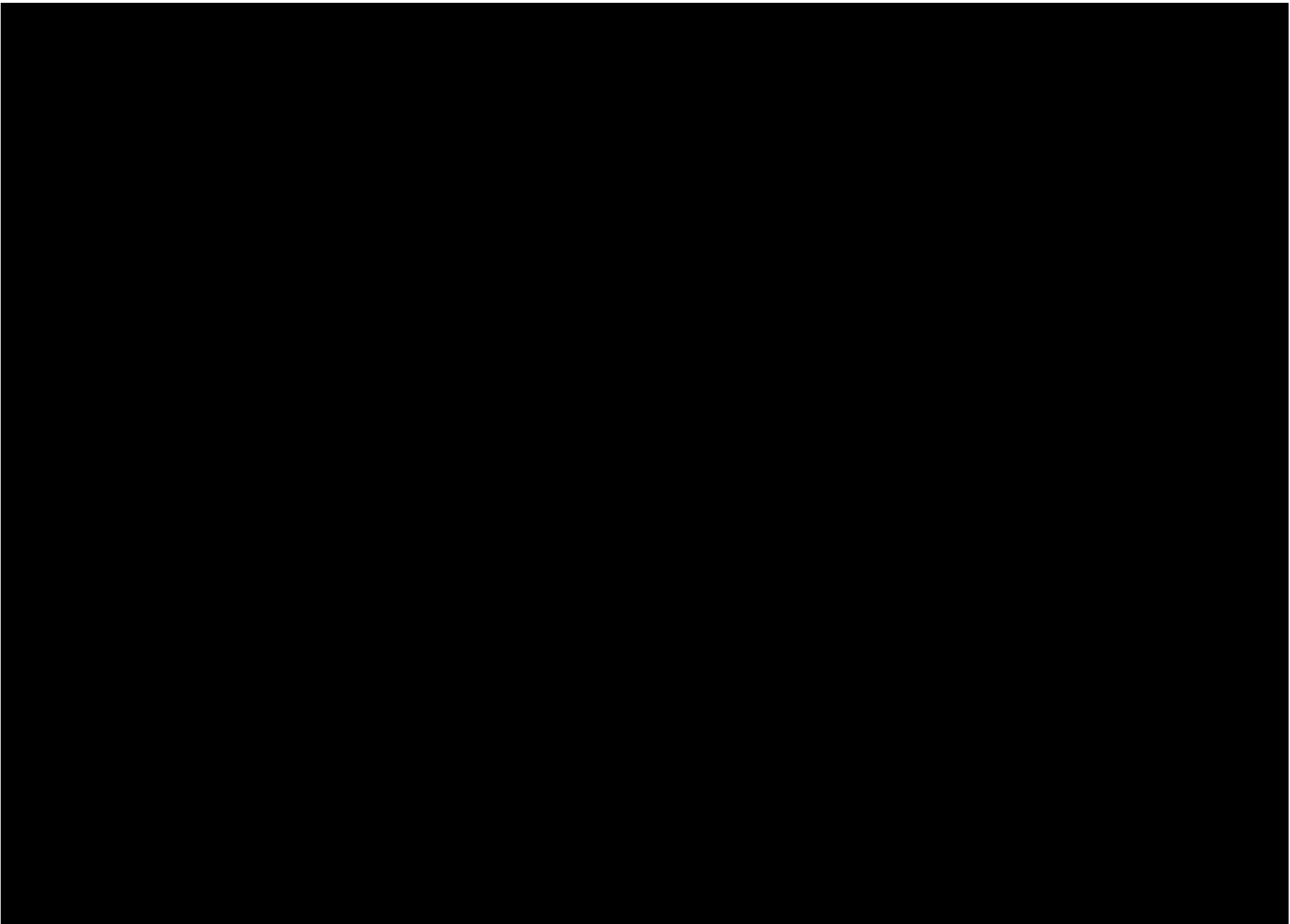
datagod,
Yesterday06:14 PM

This is complete bullshit. Time and again on different machines, Billy's scores just so happened to be subject to failing hardware that made game play have the same artifacts as MAME to the degree where the video was actually flipped the same way MAME does.
I suppose now people will say that Todd Roger's scores should be reinstated because hardware failures.




0 Comments

TWIN GALAXIES,
Yesterday06:47 PM





1 Comments




DareDiablo,
Yesterday06:52 PM

So then Twin Galaxies,
Who won this lawsuit?



1 Comments




brokeoono,
Yesterday07:11 PM

I mean if Twin Galaxies caved in to write this statement that some Dr. came along and wrote a statement why these scores could be good and Twin Galaxies just said "good enough for us" then Billy Mitchell won this.

Mind you there are countless examples of people proving what MAME looks like when recorded. Yet a Dr. writes a two page report and doesn't provide any video evidence of it happening and Twin Galaxies says "Yup this good enough" Billy Mitchell won. Twin Galaxies loses all credibility in the public eye.



1 Comments



NEO Un,
Today08:49 PM

Totally agree.



0 Comments



DareDiablo,
Yesterday06:51 PM

Jace and Twin Galaxies,

You can delete the thread all you want but we all saw exactly how the level loads in which is how it would load when using MAME. It doesn't matter who Billy got to come and "certify" that this was on "degraded hardware" because we all know that simply isn't true. There's literal video evidence out there of this being the case.



0 Comments



putyoursoxon,
Yesterday06:52 PM

Wow, well peace out guys it's been real.



0 Comments



brokeoono,
Yesterday06:56 PM

Sorry that's an awful response. So an "expert" came around and gave a reason why it could be a real score. So someone could come around as an expert and say why his scores should be allowed. This should be the death nail to this site.



1 Comments



brokeoono,
Yesterday06:59 PM

So how easy should it be for Todd Rodgers to find an expert on why his cartridge of Dragster could of possibly had a flaw in it to give him that time. Sorry that is joke of a statement, I hope you get pennies on the dollar for what you spent on this site.



0 Comments



RTM,
Yesterday07:51 PM


So extremely disappointed to see that the Dr Nick Riviera of Computer and Information Science threw a monkey wrench into what thousands of hours of research and expertise have proven to be performances that did NOT occur on unmodified arcade original hardware.

His statement that a "malfunction" could account for this is utterly preposterous in that the performance in ALL other respects is what is

to be expected other than the methodology of the screen draw. How a "malfunction" could suddenly cause it to draw in the exact same way that MAME does is physically impossible. Perhaps this "doctor" should apply for a position at Guinness and join the same "research" team that deemed Billy's scores valid again...they should appreciate someone of his "skills".



1 Comments




JRZ
Yesterday08:27 PM

I find it unbelievable that someone can claim that hardware could degrade to cause the same video error seen in MAME without showing a specific failure mode in the DK hardware. Show me in the schematics how a hardware failure changes the way the girders get presented in the raster scan. Good Luck!




0 Comments




NEO Un
Today08:56 PM

Yeah, Robert. Very, but very disappointing.
Also... HOW the TG's Lawyer could not fight back this gigantic stupidity is beyond any logical understanding.



0 Comments




Excelliron
Yesterday08:17 PM

Absolutely atrocious.
Spineless.



0 Comments



expandedidea
Yesterday08:26 PM

With regards to optics, which is all Billy has ever cared about, he got what he wanted. Facts are irrelevant in the court of public opinion if everyone not in our little circle believes he won. Billy knows this, and I am sure he is celebrating...

Talking about facts, we see that:

1.) A expert opinion is listed that is utterly false and lists ridiculous statements, such as the 2bit converter not having a sync connection (it does), and the converter outputting 30fps(it outputs 60fps). This demonstrates an absolute lack of understanding of any of the technical details involved in this case, and his opinion should be discarded. Other ridiculous statements include power supply to cable crosstalk causing MAME signatures, and use of Neil Hernandez's statement that he saw the "girder finger" (absolutely false) in his statement. I will write a full rebuttal of this nonsense and append it to my technical paper on this topic.

In summary:

- Point a is based on the false idea that there is no sync going to the converter board (there is)
- Point b says *maybe* old components could cause the MAME signatures. No evidence is presented for this, or a root-cause explained for what component must fail. A hypothesis is not evidence. Hitchen's razor. Next.

- Point c says VCR artifacts could cause the MAME signatures. Nobody has ever been able to make VCR signatures make arcade show MAME transitions. David Race tested this extensively.
- Point d says power supply crosstalk could cause MAME signatures. I am a signal integrity engineer. I work with crosstalk all day. The answer is no. The absurd odds of getting the exact same interference on the exact frame across many years and different setups is fantasy. The magnitude of crosstalk to actually alter the image would be absurdly high.
- Point e is Zyda just eating up whatever Neil says. Neil's definition of a girder finger, or the 3 girder pattern is not what we have established in our investigation. I have seen some of it, and they call a girder finger what happens when the girder is transitioning from the straight to slanted positioning when Kong is jumping on the girders in the opening. That is not what the transition is. The anomalies Neil seems to have described seem to be the result of altering power supply voltage to a very low level, where yes, you get game-breaking behavior. However, still no MAME transitions. I have a game where I achieved 20M points on Donkey Kong due to a power issue, and I still saw arcade transitions (<https://www.twitch.tv/videos/469199132>)


The final statement, "However, it is clear that the video tapes could depict game play on original Donkey Kong hardware despite the anomalies depicted.", is demonstrably false given that everything this guy said is false. I have done real root-cause analysis for why the tapes look like they do (<https://perfectpacman.com/2022/09/06/new-technical-analysis/>), which is what Zyda had to do to prove the validity of his statement. Given he didn't even attempt to do this, or run his own experiments, his two page document is a meta analysis based on conjecture and bad evidence by a 3rd part along.

-
- 2.) Billy score is included in a 2014 historical database, one that also includes Todd Rogers Dragster 5.51 score. Enough said.
- 3.) Archiving the dispute thread. This happened in the dragster dispute already. This was inevitable. Copies will be archived and it will not be deleted from the internet.

Remember this case next time you see a legal judgement or settlement and jump to a conclusion about what happened. Things are never as they seem.



1 Comments




expandedidea,
Yesterday12:31 PM

(strike-through "by a 3rd part along"), can't edit it.



0 Comments




Tompa,
Yesterday10:16 PM

Well... this sucked big time...



0 Comments



Betty,
Today12:50 AM

It's a shame you guys didn't let everyone know that money was the issue.

I am certain a Gofundme would have provided much more than was required to take this all the way.

Missed opportunity to show that truth matters but you guys should be given some credit for trying.

Best of luck.



0 Comments



Brian_H,
Today01:37 AM

Wow, this is shockingly disappointing. I also have a few parting statements:

- 1) To those wondering about Michael Zyda ::: I'm a real Electrical Engineer and Michael Zyda's statements are completely false. 100% demonstrably false. To clarify what I mean by "real E.E.": My B.S. and M.S. are in Electrical Engineering not a "B.Arts in Computer and Information Science" ,,, LOL ... (fake "degree" for people who want to get into "technology" but don't have the intelligence to make it through a real degree). Zyda's statements should obviously not be taken seriously.
- 2) To Jace Hall ::: Jace, you are a disgusting, spineless, piece of garbage! You make me sick. You just slapped everyone in the face who has been hurt by Mitchell over the years. You just spit in the face of everyone who values integrity over personal gain/loss. You were given an opportunity (that most aren't afforded) to make a difference for the good of the community but you cowardly pissed it away. That "Statement from T.G." was horrifically terrible and so are you.
- 3) To the T.G. community ::: My opinion is that the best thing to do from here is just starve the Twin Galaxies website. If people keep coming here to submit scores, vote on scores, comment on posts, read editorials, etc. it only encourages this type of spineless behavior from Ms. Hall and his editorial staff cronies. Websites are not expensive, you can make your own database. One with integrity and honor (the opposite of the qualities that T.G. stands for). For me, to continue to support T.G. after this debacle would be just as spineless as the actions of Hall and Mitchell.
- 4) I despise Billy but this is a huge win for him and a giant loss for the T.G. community. So, what happened? The Michael Zyda thing is an obvious smoke screen but what actually happened? Just something to think about ... do you want to participate in a website that straight up lies to you like T.G. just did in that "statement"? For me the answer is a resounding NO.



0 Comments



xfilesman,
Today05:01 AM

Pathetic. Where's the proof? From a professor who says that it "could be bad VCR quality" when this has been proven not to be the case?

Where's the investigation? "Trust me bro?"

Sad. All my respect for Twin Galaxies is gone.

Have fun being Billy Mitchell's official fan page.



0 Comments



andrewg,
Today06:43 AM

Can you change the wording? "Reinstate" implies the scores were removed from the historical database to begin with. Can't you say they continue to remain available in the archive instead?



0 Comments



Neo Tiger,
Today09:59 AM

I would think this is clear Billy cheated to everyone, he probably doesn't have any assets to recover that's probably the bigger issue.



0 Comments



Tetris99,
Today03:14 PM

Apparently, all Billy Mitchell has to do is throw around lawsuits in order for his records to be legitimate, since he has a net worth of at least 1 million dollars.

We'll see whether the Karl Jobst lawsuit works out in the end, though.



0 Comments



NEO Un,
Today09:10 PM

My God, guys! This is wrong in so many ways that I (and nobody, I guess) cannot describe.

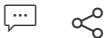
And even we know this kind of trial is complex... is REALLY, but REALLY disappointing this TG's statement.

So, one guy comes and say can be simply malfunction and ALL CLEAR BLUE SKY evidences (which, let's remember - NEVER WAS POSSIBLE TO HAPPEN TO ANYONE) has no value... which SOMEHOW TG's Lawyer could make logic use.

Nothing to say.

Sure I am not american... and therefore I cannot understand your system. But honestly.. now, even less. Simply the biggest cheater in the history of video games (that just lied and hurt so many people) comes 'free' and even gets some 'polite and nice' statement to scream and reverberate 'I win'.

Sad and discussing, to say the least.



0 Comments

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Published, by Twin Galaxies Editorial Staff



Scoreboard Spotlight: Joe Dearman Blasts Defender & More!
Published, by Twin Galaxies Editorial Staff

EXHIBIT C

Anthony J. Ellrod

From: David Tashroudian <david@tashlawgroup.com>
Sent: Wednesday, January 17, 2024 2:40 PM
To: Kristina Ross
Cc: Anthony J. Ellrod
Subject: Re: [REDACTED]

[REDACTED]

[REDACTED]

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, Jan 17, 2024 at 2:34 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

[REDACTED]

[REDACTED]

[REDACTED]

Kristina Ross

Associate



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From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, January 17, 2024 2:19 PM

To: Kristina Ross <Kristina.Ross@manningkass.com>

Cc: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>

Subject: Re: [REDACTED]

[REDACTED]

David A. Tashroudian, Esq.

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On Wed, Jan 17, 2024 at 2:08 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

[REDACTED]

Kristina

Kristina Ross

Associate



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From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, January 17, 2024 9:10 AM

To: Kristina Ross <Kristina.Ross@manningkass.com>

Subject: [REDACTED]

Hi Kristina --

[REDACTED]

David

David A. Tashroudian, Esq.

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Studio City, California 91604

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EXHIBIT D

Kristina Ross

From: David Tashroudian <david@tashlawgroup.com>
Sent: Wednesday, January 24, 2024 3:24 PM
To: Kristina Ross
Cc: Anthony J. Ellrod
Subject: Re: Breach of Settlement Agreement - [REDACTED]

Tony --

[REDACTED]

David

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

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On Wed, Jan 24, 2024 at 1:54 PM David Tashroudian <david@tashlawgroup.com> wrote:
Thanks for this. Still on for 2p?

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, Jan 24, 2024 at 1:31 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

█

[REDACTED]

Kristina Ross

Associate



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From: David Tashroudian <david@tashlawgroup.com>

Sent: Tuesday, January 23, 2024 4:35 PM

To: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>

Cc: Kristina Ross <Kristina.Ross@manningkass.com>

Subject: Re: Breach of Settlement Agreement - [REDACTED]

Good afternoon Tony & Kristina --

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

David A. Tashroudian, Esq.

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On Tue, Jan 23, 2024 at 10:33 AM Anthony J. Ellrod <Tony.Ellrod@manningkass.com> wrote:

Hi David,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Anthony J. Ellrod

Founding Partner



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From: David Tashroudian <david@tashlawgroup.com>

Sent: Thursday, January 18, 2024 1:49 PM

To: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>

Cc: Kristina Ross <Kristina.Ross@manningkass.com>

Subject: Re: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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On Thu, Jan 18, 2024 at 1:07 PM Anthony J. Ellrod <Tony.Ellrod@manningkass.com> wrote:

[REDACTED]

[REDACTED]

Anthony J. Ellrod

Founding Partner



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From: David Tashroudian <david@tashlawgroup.com>

Sent: Thursday, January 18, 2024 1:01 PM

To: Anthony J. Ellrod

Cc: Kristina Ross

Subject: Re: [REDACTED]

David A. Tashroudian, Esq.

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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 Thu, Jan 18, 2024 at 11:57 AM Anthony J. Ellrod <Tony.Ellrod@manningkass.com> wrote:

[REDACTED]

Anthony J. Ellrod

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From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, January 17, 2024 2:40 PM

To: Kristina Ross <Kristina.Ross@manningkass.com>

Cc: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>

Subject: Re: [REDACTED]

[REDACTED]



David A. Tashroudian, Esq.

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On Wed, Jan 17, 2024 at 2:34 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

[REDACTED]

[REDACTED]

[REDACTED]

Kristina Ross

Associate



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Kristina.Ross@manningkass.com | manningkass.com

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From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, January 17, 2024 2:19 PM

To: Kristina Ross <Kristina.Ross@manningkass.com>

Cc: Anthony J. Ellrod <Tony.Ellrod@manningkass.com>

Subject: Re: [REDACTED]



[REDACTED]

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, Jan 17, 2024 at 2:08 PM Kristina Ross <Kristina.Ross@manningkass.com> wrote:

David,

[REDACTED]

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

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From: David Tashroudian <david@tashlawgroup.com>

Sent: Wednesday, January 17, 2024 9:10 AM

To: Kristina Ross <Kristina.Ross@manningkass.com>

Subject: [REDACTED]

Hi Kristina --

[REDACTED]

David

David A. Tashroudian, Esq.

TASH LAW GROUP

12400 Ventura Blvd., Suite 300

Studio City, California 91604

(818) 561-7381

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On March 11, 2024, I served true copies of the following document(s) described as **PLAINTIFF'S NOTICE OF MOTION AND MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO C.C.P. SECTION 664.6; MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR FEES AND COSTS TOTALING \$9,120.00; DECLARATION OF KRISTINA ROSS** on the interested parties in this action as follows:


David Tashroudian, Esq.
Mona Tashroudian, Esq.
TASHROUDIAN LAW GROUP, APC
12400 Ventura Boulevard, Suite 300
Studio City, CA 91604
T: (818) 561-7381
F: (818) 561-7381
Email: david@tashlawgroup.com
mona@tashlawgroup.com

*Attorney for Defendants,
TWIN GALAXIES*

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 March 11, 2024, at Los Angeles, California.


Rhea Mercado



Court Reservation Receipt

Reservation

Reservation ID: 184998743012	Status: RESERVED
Reservation Type: Motion to Enforce Settlement	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: May 30th 2024, 8:30AM	Confirmation Code: CR-I2H5ZCHGBOSK2XWIB

Fees

Description	Fee	Qty	Amount
Motion to Enforce Settlement	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
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