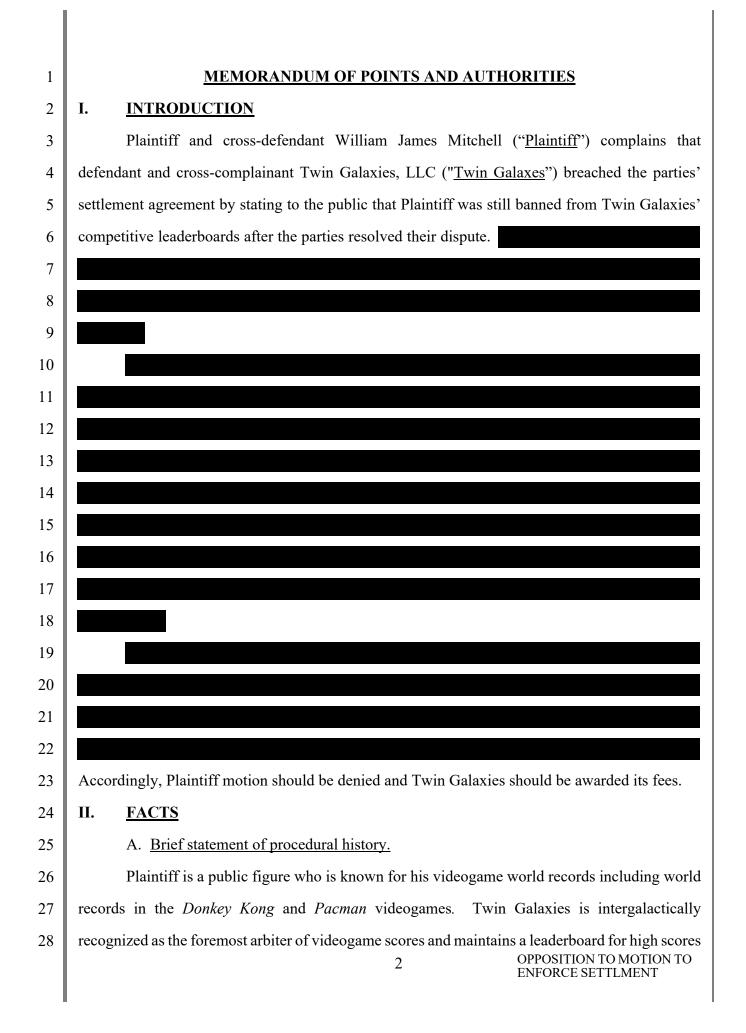
1 2 3 4 5	David A. Tashroudian [SBN 266718] Mona Tashroudian [SBN 272387] TASHROUDIAN LAW GROUP, APC 12400 Ventura Blvd., Suite 300 Studio City, California 91604 Telephone: (818) 561-7381 Facsimile: (818) 561-7381 Email: <u>david@tashlawgroup.com</u> <u>mona@tashlawgroup.com</u>	Electronically FILED by Superior Court of California, County of Los Angeles 5/16/2024 9:26 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Bolden, Deputy Clerk	
6	Attorneys for Twin Galaxies, LLC		
7 8		E STATE OF CALIFORNIA	
9	COUNTY OF LOS ANGELES		
10 11		Case No. 19STCV12592	
11	WILLIAM JAMES MITCHELL,	Assigned to: Hon. Wendy Chang	
12	Plaintiff,	[Dept. 36]	
14 15	v. TWIN GALAXIES, LLC; and Does 1-10,	OPPOSITION OF TWIN GALAXIES, LLC TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT	
16 17	Defendants.	[Filed concurrently with: (1) Declaration of David A. Tashroudian; (2) Declaration of Jason Hall]	
18 19	AND RELATED CROSS-ACTION	PUBLIC-REDACTS MATERIALS FROM CONDITIONALLY SEALED RECORD	
20		Hearing	
21 22		Date: May 30, 2024 Time: 8:30 a.m.	
22		Place: Department 36	
24		Reservation ID: 184998743012	
25		Action Filed: 4/11/2019	
26			
27			
28			
		1 OPPOSITION TO MOTION TO ENFORCE SETTLMENT	

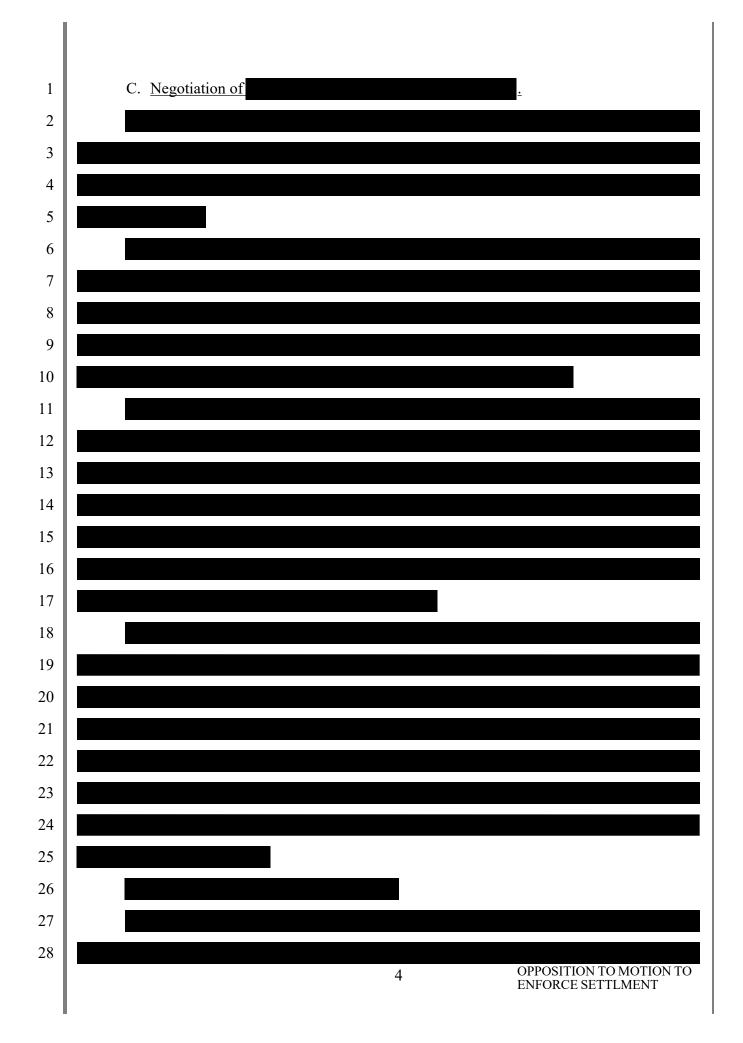


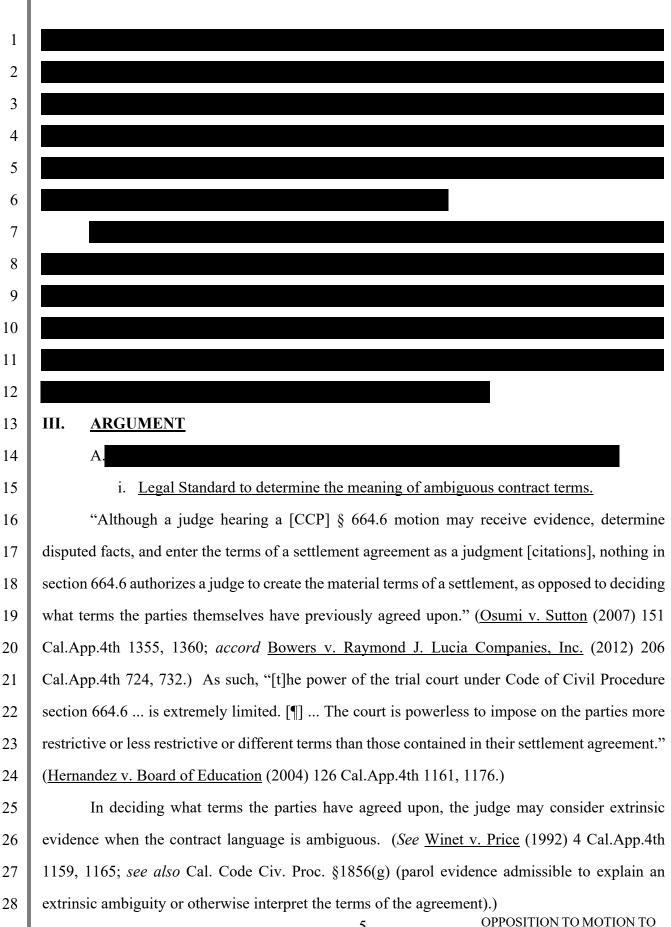
in *Donkey Kong* and other videogames like *Pacman*. Plaintiff had scores on Twin Galaxies'
leaderboards for *Donkey Kong* and *Pacman*. Plaintiff's *Donkey Kong* high score was challenged
by Jeremy Young in August 2017. Twin Galaxies determined that Mr. Young's challenge to
Plaintiff's score was valid and on April 12, 2018 struck Plaintiff's *Donkey Kong* score and his *Pacman* score form its leaderboards and banned Plaintiff from participating in its competitive
leaderboards for all games. [Tashroudian Decl., ¶ 3.]

Plaintiff filed this suit for defamation against Twin Galaxies in April 2019 as his response.
Twin Galaxies cross-complained and filed a special motion to strike the complaint which was
denied, appealed, and resulted in a published decision. The case was remitted from the appellate
court in February 2022 and the parties litigated this case with zeal through January 2024 when the
matter settled by virtue of the agreement and statement attached to the declaration of Kristina Ross
as Exhibit A (the "Settlement Agreement" and the "Statement"). [Tashroudian Decl., ¶ 4.]

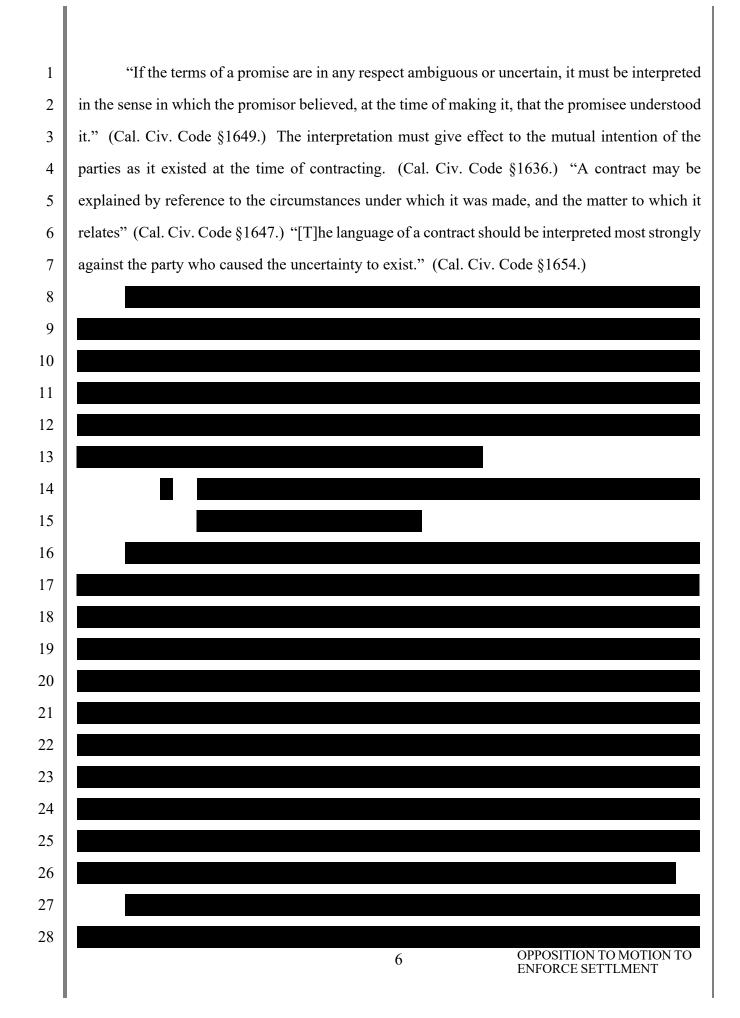
As part of the settlement, Twin Galaxies reinstated Plaintiff's disputed *Donkey Kong* score
and the *Pacman* score but to a historical archive on its website. Importantly, none of Plaintiff's
scores were restored to any of Twin Galaxies' current and active leaderboards – neither his *Donkey Kong* score nor his *Pacman* score.

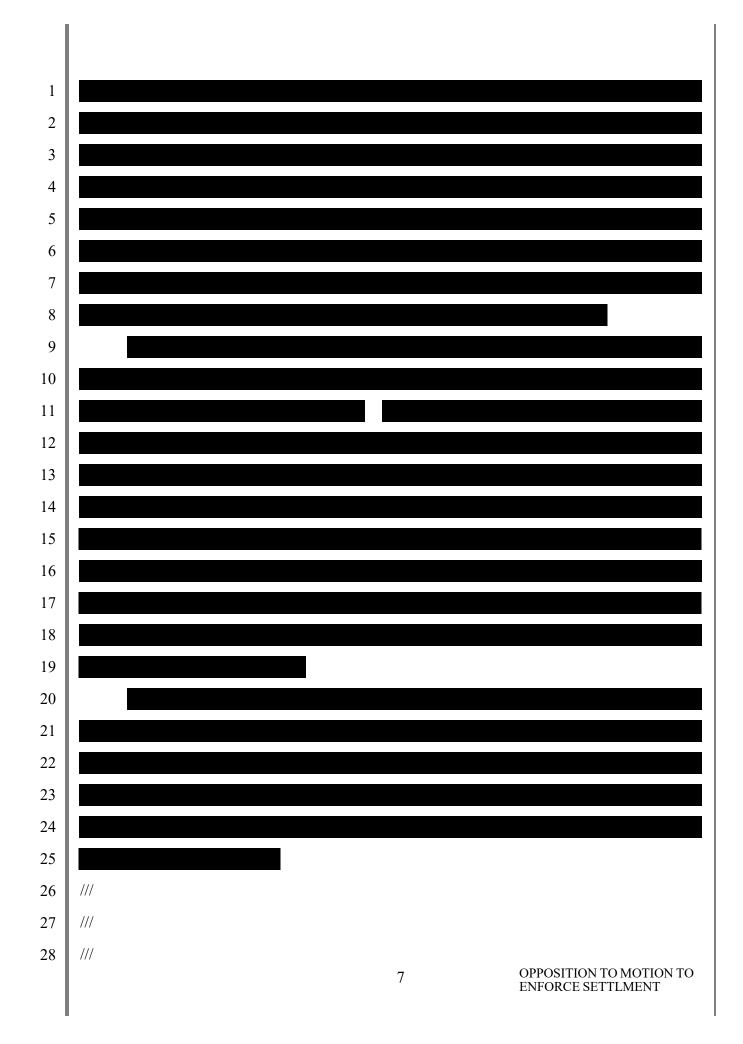


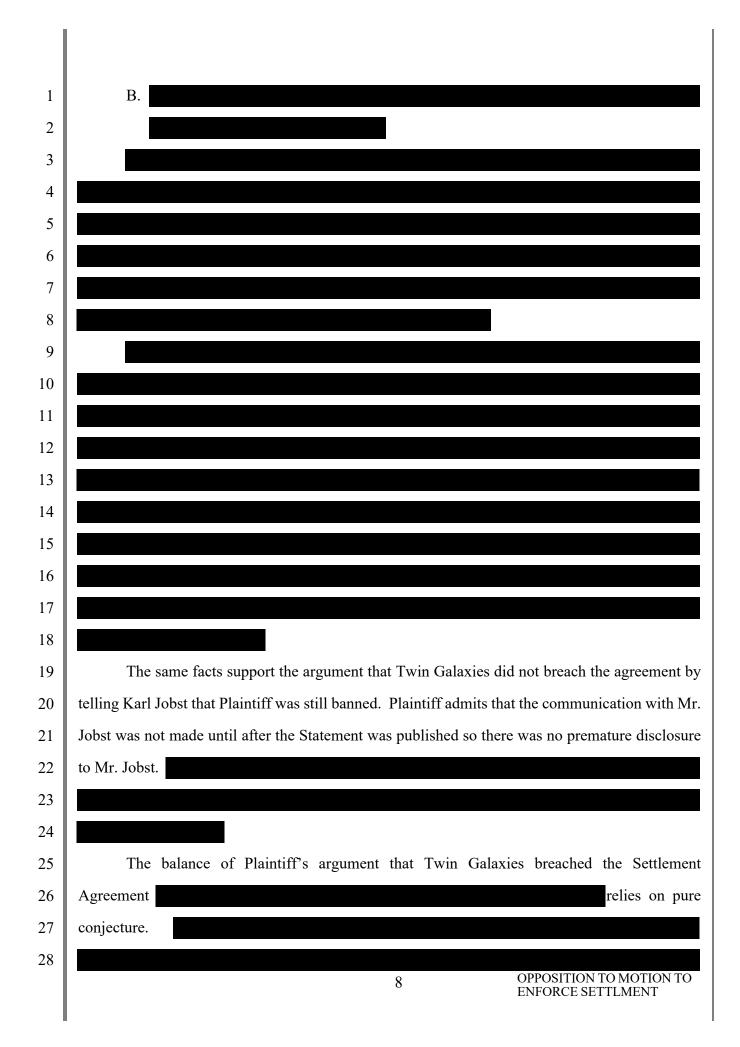




ENFORCE SETTLMENT







These allegations are unfounded and meant only to incite ire against Twin Galaxies. Plaintiff cannot prove that any confidential information was disclosed so he postulates that it was based on the timing of Mr. Jobst's video and nothing else. Indeed, Twin Galaxies had nothing to do with Mr. Jobst's video. [See Hall Decl., ¶¶ 4-5.] This court should disregard Plaintiff's argument as it is supposition and not fact.

6 7

16

17

C. <u>Plaintiff's argument that Twin Galaxies is selling products referencing cheating is a</u> red-herring and hypocritical.

Plaintiff complains that Twin Galaxies is selling merchandise on its website but does not
show how that information is relevant to the instant dispute. The merchandise sold on the website
is similar in nature and character to merchandise Plaintiff has been selling for years which
reference and relate to the claims in this suit. [Hall Decl., ¶¶ 6-7.] Plaintiff brings this issue up to
again incite ire despite its irrelevance and his hypocrisy.

What Plaintiff's complaints about the merchandise show is his insistence to curb Twin
Galaxies' right to freedom expression and commerce. Plaintiff takes every opportunity to try to
shut down Twin Galaxies speech and this part of his motion is no exception. He needs to stop.

D. <u>Plaintiff's attorney's fees request is defective because his counsel does not lay a</u> foundation to support her hourly rate of \$375.00.

The burden is on the party seeking attorney's fees to prove that the fees it seeks are
reasonable. (Gorman v. Tassajara Development Corp. (2009) 178 Cal.App.4th 44, 98.) Plaintiff's
counsel Kristina Ross has failed to lay a foundation to support her hourly rate.

Ms. Ross testified in her declaration in support of this motion at Paragraph 9 about the 24 hours she spent on the motion and the related motion to seal. But she does not testify to the reasonableness of her rate. That is, she does not state facts about how many years of experience she has, the type of experience she has, nor does she state facts about other fee awards she has received. Without testimony on the reasonableness of her rate, the request is fatally defective and Plaintiff cannot meet his burden to prove the reasonableness of his fees. His fees request must be denied accordingly.

28

///

1	E. <u>Twin Galaxies should be awarded attorney</u> ?	s fees of \$10,000 to oppose this motion.	
2			
3		Twin Galaxies	
4	respectfully submits that if it is determined to be the pr	revailing party on this motion, it should be	
5	awarded \$10,000.00 in fees. [Tashroudian Decl., ¶¶ 15	5-16.]	
6	5 IV. <u>CONCLUSION</u>		
7	Twin Galaxies respectfully submits that Plaintiff's motion should be denied based on the		
8	foregoing. Twin Galaxies should be reimbursed its fees of \$10,000.00 expended to defend against		
9	Plaintiff's unnecessary motion.		
10	Res	pectfully submitted,	
11	Dated: May 16, 2024 TAS	SHROUDIAN LAW GROUP, APC	
12			
13 14		/s/ David Tashroudian, Esq. David Tashroudian, Esq. Mona Tashroudian, Esq.	
15		Attorneys for Twin Galaxies, LLC	
16			
17	,		
18			
19			
20	•		
21			
22			
23			
24			
25			
26			
27			
28	10	OPPOSITION TO MOTION TO ENFORCE SETTLMENT	

1	PROOF OF SERVICE Case No. 19STCV12592				
2					
3	I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is TASHROUDIAN LAW GROUP , APC , located 12400 Ventura Blvd., Suite 300, Studio City, California 91604. On May 16, 2024, I served the herein described document(s):				
4					
5	OPPOSITION OF TWIN GALAXIES, LLC TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT				
6 7	by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.				
8	by placing the document(s) listed above in a sealed envelope with postage				
9	thereon fully prepaid, in the United States mail at Woodland Hills, California addressed as set forth below.				
10	E-File - by electronically transmitting the document(s) listed above to				
11	X tony.ellrod@mannigkass.com & rwc@robertwcohenlaw.com pursuant to an agreement of the parties.				
12	Anthony J. Ellrod tony.ellrod@mannigkass.com Attorneys for Plaintiff				
13	MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP WILLIAM JAMES MITCHELL				
14	801 S. Figueroa St, 15 th Floor Los Angeles, California 90017-3012				
15	Robert W. Cohen <i>rwc@robertwcohenlaw.com</i> Attorneys for Cross-Defendant				
16 17	Law Offices of Robert W. Cohen, APCWALTER DAY1901 Avenue of the Stars, Suite 1910USAngeles, CA 90067				
18	I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.				
19					
20					
21					
22	I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 16, 2024 at Woodland Hills, California.				
23	$\Delta \Lambda$				
24	1 M.C.C.				
25	Mona Tashroudian				
26					
27					
28					
20	11 OPPOSITION TO MOTION TO ENFORCE SETTLMENT				