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Superior Court of California,
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5/22/2024 4:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Abraham, Deputy Clerk

11 Attorneys for Plaintiff, WILLIAM JAMES MITCHELL

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

14 WILLIAM JAMES MITCHELL,
15 Plaintiff,
16 v.
17 TWIN GALAXIES, LLC,
18 Defendants.

Case No. 19STCV12592
[Hon. Hon. Wendy Chang, Department 36]
**REPLY IN SUPPORT OF PLAINTIFF’S
MOTION TO ENFORCE SETTLEMENT
AGREEMENT PURSUANT TO C.C.P.
SECTION 664.6**
[Filed concurrently with Declaration of
William James Mitchell; Declaration of
Kristina Ross; Evidentiary Objections; Reply
ISO Motion to Seal]
Date: May 30, 2024
Time: 8:30 a.m.
Dept.: 36
Reservation No.: 184998743012

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

20 Plaintiff WILLIAM JAMES MITCHELL (“Plaintiff”) hereby submits this Reply Brief and
21 accompanying declarations in support of his Motion to Enforce the Settlement Agreement
22 (“Motion”).
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendant Twin Galaxies, LLC (“Defendant”) does not deny the allegations set forth in Plaintiff’s Motion but attempts to evade culpability by claiming that the allegations did not breach the Settlement Agreement and by claiming it was Plaintiff’s fault Defendant breached.

As this Court is well aware, Defendant has a demonstrated history of violating confidentiality in this case by providing confidential information to third parties, mainly Karl Jobst.

The parties entered into a written Settlement Agreement [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] This was because the [REDACTED]
[REDACTED]

[REDACTED] The parties were clear that the terms of the Settlement Agreement were to [REDACTED]
[REDACTED] Declaration of Kristina Ross (“Ross Decl.”) ¶ 3.

As detailed in the Motion, Defendant clearly breached the Settlement Agreement by [REDACTED] and by breaching the [REDACTED] provision of the Settlement Agreement by including [REDACTED] which was [REDACTED] and by providing [REDACTED]
[REDACTED]

As such, the Court should order Defendant to comply with all terms and conditions of the Settlement Agreement, post a retraction to the [REDACTED] of the Settlement Agreement, allow Plaintiff to remedy the breach [REDACTED] of the Settlement Agreement [REDACTED] and pay Plaintiff’s attorney’s fees and costs incurred in bringing this Motion.

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II. ARGUMENT

A. Negotiations of the Terms of the Settlement Agreement

[REDACTED] correct [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ross Decl. ¶ 4.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ross Decl. ¶ 5.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ross Decl. ¶ 6.

[REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 Defendant's claim of ambiguity is ludicrous.

11 Finally, if there is ambiguity, it is clear that it is due to Defendant negotiating in bad faith in
12 order to settle the case and continue its' harassment of Plaintiff. This is illustrated by Defendant's
13 almost instantly breaching and creating merchandise to make fun of Plaintiff, and Defendant's
14 immediate [REDACTED].

15 **B. Defendant Breached the Settlement Agreement**

16 As detailed thoroughly in Plaintiff's Motion, Defendant breached the Settlement Agreement
17 as the [REDACTED]
18 [REDACTED]. Defendant breached by [REDACTED]
19 [REDACTED]
20 [REDACTED]. This second posting not
21 only breached [REDACTED] of the Settlement Agreement but also [REDACTED]
22 that the fully negotiated and agreed upon [REDACTED]. The
23 [REDACTED] is expressly included in the Settlement Agreement. [REDACTED]

24 [REDACTED]
25 [REDACTED]

26 Ross Decl. ¶ 3. [REDACTED]
27 [REDACTED]

28 ///

1 Firstly, Defendant contends that it did not breach the [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 Secondly, Defendant argues that the only reason that Defendant posted [REDACTED]
8 [REDACTED] was because people were “confused and bewildered” by Mr.
9 Mitchell’s statement, and Defendant felt compelled to clarify that Plaintiff’s high scores were not
10 reinstated to the active leaderboards. However, not only does this alleged confusion not give
11 Defendant carte blanche to breach the Settlement Agreement, it is blatantly not true. Mr. Hall’s
12 declaration includes an excerpt from Mr. Mitchell’s statement. Mr. Mitchell’s full Twitter
13 Statement, which Defendant does not include, quotes the [REDACTED]
14 [REDACTED] - that Plaintiff’s scores are being reinstated to the historical leaderboard. Declaration of
15 William James Mitchell ¶ 3, Ex. A. Plaintiff did not [REDACTED] state anything that
16 would cause mass confusion as claimed.

17 Finally, Defendant’s Opposition fails to argue that the [REDACTED]
18 [REDACTED] was not a breach of the Settlement Agreement. Instead Defendant claims that
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED].


25 **III. CONCLUSION**

26 Based on the Motion, Defendant’s Opposition and the foregoing, it is clear that Defendant
27 was acting in bad faith throughout the negotiation of settlement agreement. Defendant that knew it
28 would immediately breach. As such, the Court should order Defendant to comply with all terms and

1 conditions of the Settlement Agreement, post a retraction to the material misrepresentation of the
2 terms of the Settlement Agreement, and allow Plaintiff to remedy the breach [REDACTED]
3 [REDACTED] of the Settlement Agreement [REDACTED]
4 [REDACTED]. The Court should also order Defendant to pay Plaintiff the sum of \$9,120.00 for attorney's
5 fees and costs incurred in bringing this Motion.

6
7 DATED: May 22, 2024

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

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9
10 By: 
11 _____
12 Anthony J. Ellrod
13 Kristina Ross
14 Attorneys for Plaintiff
15 WILLIAM JAMES MITCHELL
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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.

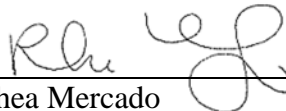
On May 22, 2024, I served true copies of the following document(s) described as **REPLY IN SUPPORT OF PLAINTIFF’S MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO C.C.P. SECTION 664.6** on the interested parties in this action as follows:

David Tashroudian, Esq. *Attorney for Defendants,*
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BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address rhea.mercado@manningkass.com 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 May 22, 2024, at Los Angeles, California.



Rhea Mercado