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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/12/2024 9:41 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

6 Attorneys for Plaintiff, WILLIAM JAMES MITCHELL

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

10 WILLIAM JAMES MITCHELL,

11 Plaintiff,

12 v.

13 TWIN GALAXIES, LLC,

14 Defendants.

Case No. 19STCV12592

[Hon. Hon. Wendy Chang, Department 36]

**PLAINTIFF’S EX PARTE APPLICATION
AND 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
\$3,870.00; DECLARATION OF
ANTHONY ELLROD**

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

Date: September 13, 2024
Time: 8:30 a.m.
Dept: 36

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

24 PLEASE TAKE NOTICE that on September 13, 2024 at 8:30 a.m. or as soon thereafter that
25 the matter may be heard in department 36 of the above-referenced Court, located at 111 N. Hill
26 Street, Los Angeles, CA 90012, Plaintiff WILLIAM JAMES MITCHELL (“Plaintiff”) will appear
27 and apply *ex parte* to move the Court for an Order enforcing the settlement agreement pursuant to
28

1 California Code of Civil Procedure (“C.C.P.”) § 664.6 such that Defendant TWIN GALAXIES,
2 LLC (“Defendant”) and its principle Jason Hall be ordered to comply with [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 PLEASE ALSO TAKE NOTICE that [REDACTED], Plaintiff also
16 seeks an order of attorney’s fees and costs associated with filing of this Motion totaling \$3,870.00.

17 This Motion is based upon C.C.P. § 664.6, this Notice of Motion, the accompanying
18 Memorandum of Points and Authorities in support thereof, the Declaration of Anthony Ellrod, the
19 pleadings and papers on file in this action, and upon the arguments and additional evidence, if any,
20 submitted at the hearing on the Motion.

21 This application is brought pursuant to *Code of Civil Procedure* §128 and the Court’s
22 inherent powers to make any orders, and to control its proceedings, as necessitated in the interests
23 of justice. Good cause exists the address this matter through *ex parte* application pursuant to
24 California Rules of Court (CRC) Rule 3.1200 *et seq.* because absent an immediate order of this
25 Court Plaintiff will suffer irreparable harm as more fully discussed below.

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DATED: September 11, 2024

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

By: 

Anthony J. Ellrod
Attorneys for Plaintiff
WILLIAM JAMES MITCHELL

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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 Anthony J. Ellrod (“Ellrod Decl.”).

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. Ellrod Decl.; See Exh. A.

Pursuant to the Settlement Agreement, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]

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On or about August 23, 2024, counsel for Plaintiff directed correspondence to counsel for

Defendant

Counsel reiterated that absent such assurances Plaintiff would be forced to seek court intervention, including a request for reimbursement all fees and costs associated with having to do so. (Email string, Exh. D.)

On August 27, 2024 counsel for Defendant responded stating

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[REDACTED]

On September 2, 2024, counsel for Plaintiff responded asking [REDACTED]. To date Defendant has not answered. [REDACTED] To date Defendant has not answered. [REDACTED] To date Defendant has not Answered. [REDACTED] To date Defendant has not answered. [REDACTED]

In the same email counsel for Plaintiff pointed out [REDACTED]

A week later, on September 9, 2024, having received no response to the September 2 email, counsel for Plaintiff notified counsel for Defendant that [REDACTED]

[REDACTED]

Counsel for Plaintiff responded pointing out that [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 Defendant's counsel responded as follows:

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 Counsel for Plaintiff responded citing authority for the fact that [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 Absent [REDACTED]

26 [REDACTED], Plaintiff had no
27 alternative but to seek judicial intervention through ex parte application to avoid irreparable.
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II. ARGUMENT

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

Code of Civil Procedure §664.6 states:

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

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

Here, Plaintiff is entitled to have the settlement agreement enforced pursuant to C.C. P. § 664.6. The parties entered into a written Settlement Agreement [REDACTED]

[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 as the settlement agreement itself was confidential.

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.

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B. This Court Should Find that Jason Hall Has Breached The Settlement Agreement, And Issue An Order That

The Settlement Agreement in this matter states

Despite requests, Mr. Hall has refused

It is hard to imagine that

Indeed, as this Court is well

aware Mr. Hall and Mr. Jobst (and indeed Mr. Tashroudian) have been working together to damage Mr. Mitchell and his reputation for years, to the point of providing Mr. Jobst with confidential information and discovery in this case in violation of Court orders.

This Court is aware of Mr. Hall and Mr. Tashroudian’s willingness to breach the Settlement Agreement. On May 30, 2024, this Court issued an Order finding not only that they breached

Mr. Tashroudian initially stated

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

9 Subsequently, Mr. Tashroudian *appears* to change that position, stating [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 Plaintiff believes that Mr. Hall, Mr. Tashroudian and Mr. Jobst will do whatever they can to

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 Plaintiff is not asking this court to do anything other than issue an order requiring Mr. Hall
21 to comply with one provision of the Settlement Agreement. In light of the actions of Mr. Hall and
22 Mr. Tashroudian throughout the history of this action this is entirely reasonable. If Mr. Hall is not
23 facing contempt of court, he will likely thumb his nose at his obligations under the Settlement
24 Agreement yet again, and Mr. Mitchell will be irreparably harmed and deprived of what he
25 bargained for in the Settlement Agreement without remedy.

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1 **C. The Court Should Award Plaintiff \$3,870.00 for the Fees and Costs Incurred**
2 **in Enforcing the Settlement Agreement**

3 The Settlement Agreement unambiguously [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED] (Exh. A.)

7 Mr. Hall already breached the Settlement Agreement by [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED] As such, Plaintiff

13 was forced to incur the costs and fees associated with the instant Motion.

14 As set forth in the Declaration of Anthony Ellrod accompanying this Motion, Plaintiff will
15 have incurred no less than \$3,750.00 in attorney’s fees in obtaining this enforcement order, including
16 the concurrently filed Motion to Seal, and the filing fee for both motions is \$120.00. Therefore, the
17 Court should order Defendant to pay Plaintiff the sum of \$3,870.00 for forcing them to file this
18 instant Motion and the concurrently filed Motion to Seal in order to protect the confidentiality of
19 the Settlement Agreement. Ellrod Decl.

20
21 **III. CONCLUSION**

22 Defendant, Mr. Hall and Mr. Tashroudian continue to act in bad faith, blatantly ignoring
23 their obligations under the Settlement Agreement. They appear willing to breach and simply pay the
24 fees and costs subsequently awarded. However if allowed to breach this provision Mr. Mitchell will
25 be irreparably harmed, and a subsequent finding of breach and award of sanctions will be inadequate
26 to make him whole. For the reasons set forth above, the Court should order Mr. Hall to comply with
27 Section 1(E) of the Settlement Agreement so that his failure to comply will constitute contempt of
28 court, including all potentially resulting consequences. The Court should also order Defendant pay

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Plaintiff the sum of \$3,870.00 for attorney’s fees and costs incurred in bringing this Motion.

DATED: September 11, 2024

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

By: 

Anthony J. Ellrod
Attorneys for Plaintiff
WILLIAM JAMES MITCHELL

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DECLARATION OF ANTHONY J. ELLROD

I, ANTHONY J. ELLROD, 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 a partner in 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. Pursuant to the Settlement Agreement, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

6. [REDACTED]

7. On or about August 23, 2024, I directed correspondence to counsel for Defendant [REDACTED]

[REDACTED] Attached hereto as Exhibit "C" is a true and correct copy of this email exchange.

8. [REDACTED]

[REDACTED] Attached hereto as Exhibit "D" is a true and correct copy of this email exchange. Attached hereto as Exhibit "E" is a true and correct copy of the [REDACTED]

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[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] I reiterated that absent such assurances Plaintiff would be forced to seek court intervention, including a request for reimbursement all fees and costs associated with having to do so. (Email string, Exh. D.)

10. On August 27, 2024 counsel for Defendant responded stating [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. On September 2, 2024, I responded asking [REDACTED] To date Defendant has not answered. [REDACTED] To date Defendant has not answered. [REDACTED] To date Defendant has not answered. [REDACTED] To date Defendant has not answered. (Email String, Exh. D.)

12. In the same email I pointed out [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. A week later, on September 9, 2024, having received no response to the September 2 email, I notified counsel for Defendant that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

14. I responded pointing out that [REDACTED]

15. Defendant's counsel responded as follows:

16. I responded citing authority for the fact that [REDACTED]

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[REDACTED]

17. As such, Plaintiff is forced to bring this Motion under C.C.P. § 664.6 and request an Order finding that Defendant and Jason Hall have breached the Settlement Agreement by [REDACTED]

[REDACTED] Further, that the Court order Jason Hall to comply with Section 1(E) of the Settlement Agreement so that if he breaches he will be in contempt of court. This is necessary because a breach will cause Mr. Mitchell irreparable harm and deprive him of what he bargained for in the Settlement Agreement.

18. Good cause exists to address this motion through ex parte application because [REDACTED] Mr. Mitchell will be irreparably harmed.

19. Plaintiff requests an award of costs and attorney’s fees incurred in bringing this Motion [REDACTED]. My billing rate in this matter is \$375.00 per hour. I have expended in excess of 6 hours in connection with this instant Motion, including the research, drafting, and redacting of confidential portions to lodge conditionally under seal, and I anticipate spending an additional 3 hours appearing ex parte. Further, I expended another hour in connection with the concurrently filed Motion to Seal to seal the documents lodged conditionally under seal and protect the [REDACTED] 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 \$3,870.00.

20. Before 10:00 a.m. on September 12, 2024, I gave Defendant’s counsel of record notice of this ex parte via telephone and email. I advised counsel that Plaintiff would seek the instant *ex parte* relief on September 13, 2024 at 8:30 a.m. in department 36 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, to ask the Court to issue an order finding that Defendant and Jason Hall breached the Settlement Agreement and ordering Mr. Hall to

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comply with Section 1(E) of the Settlement Agreement.

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

Executed on this September 11, 2024, at Los Angeles, California.



Anthony J. Ellrod

EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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■ [REDACTED]

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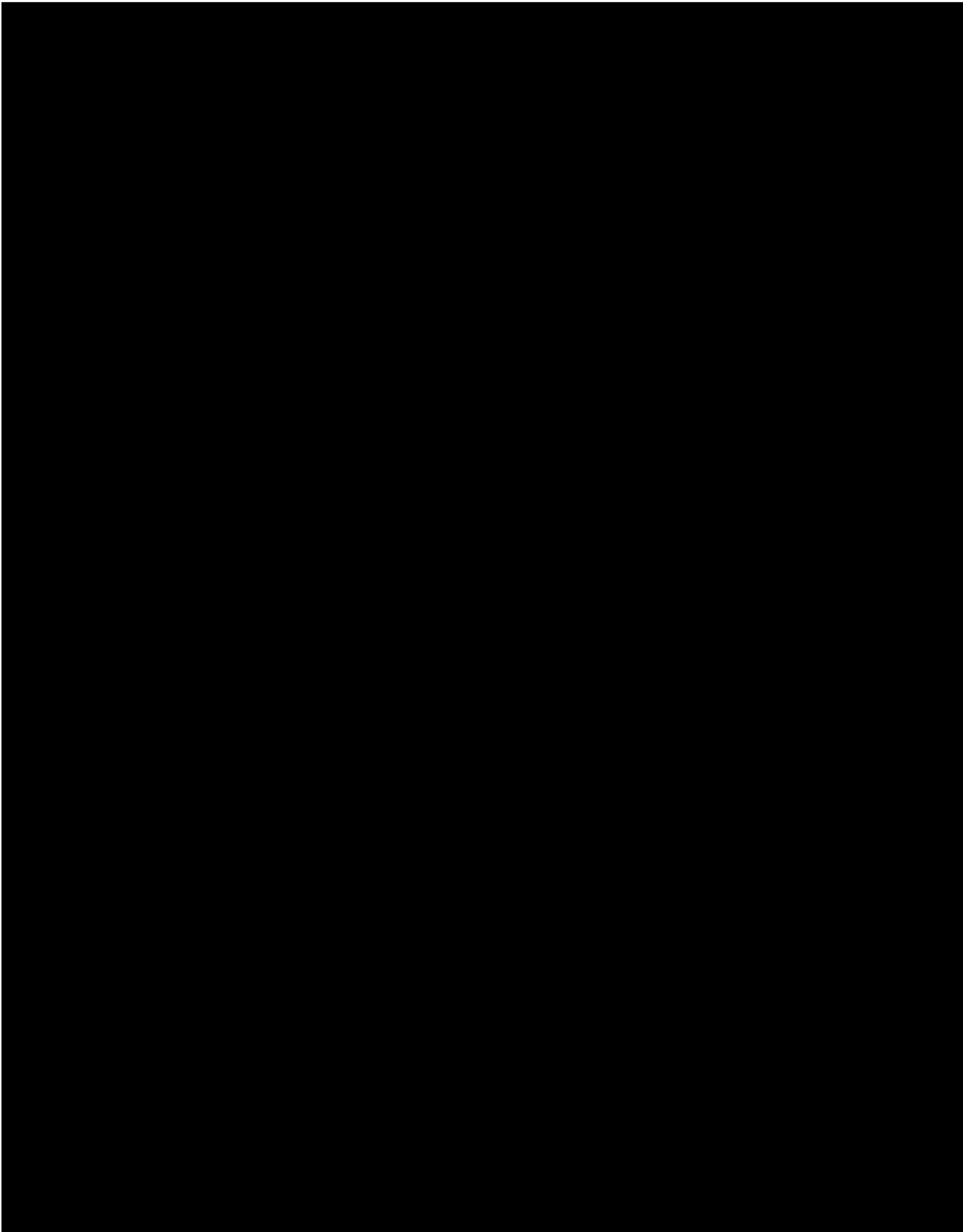
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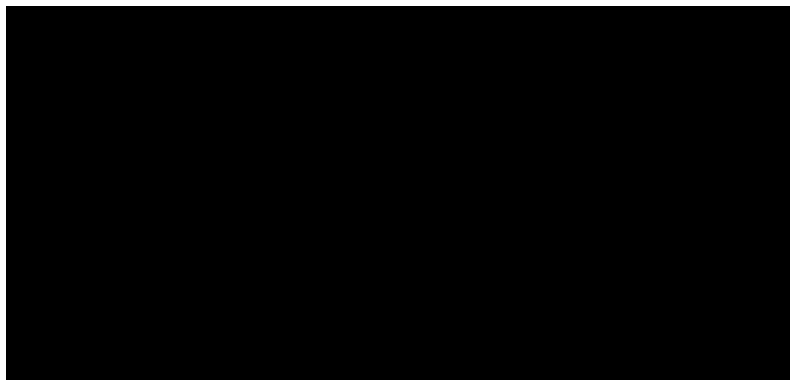
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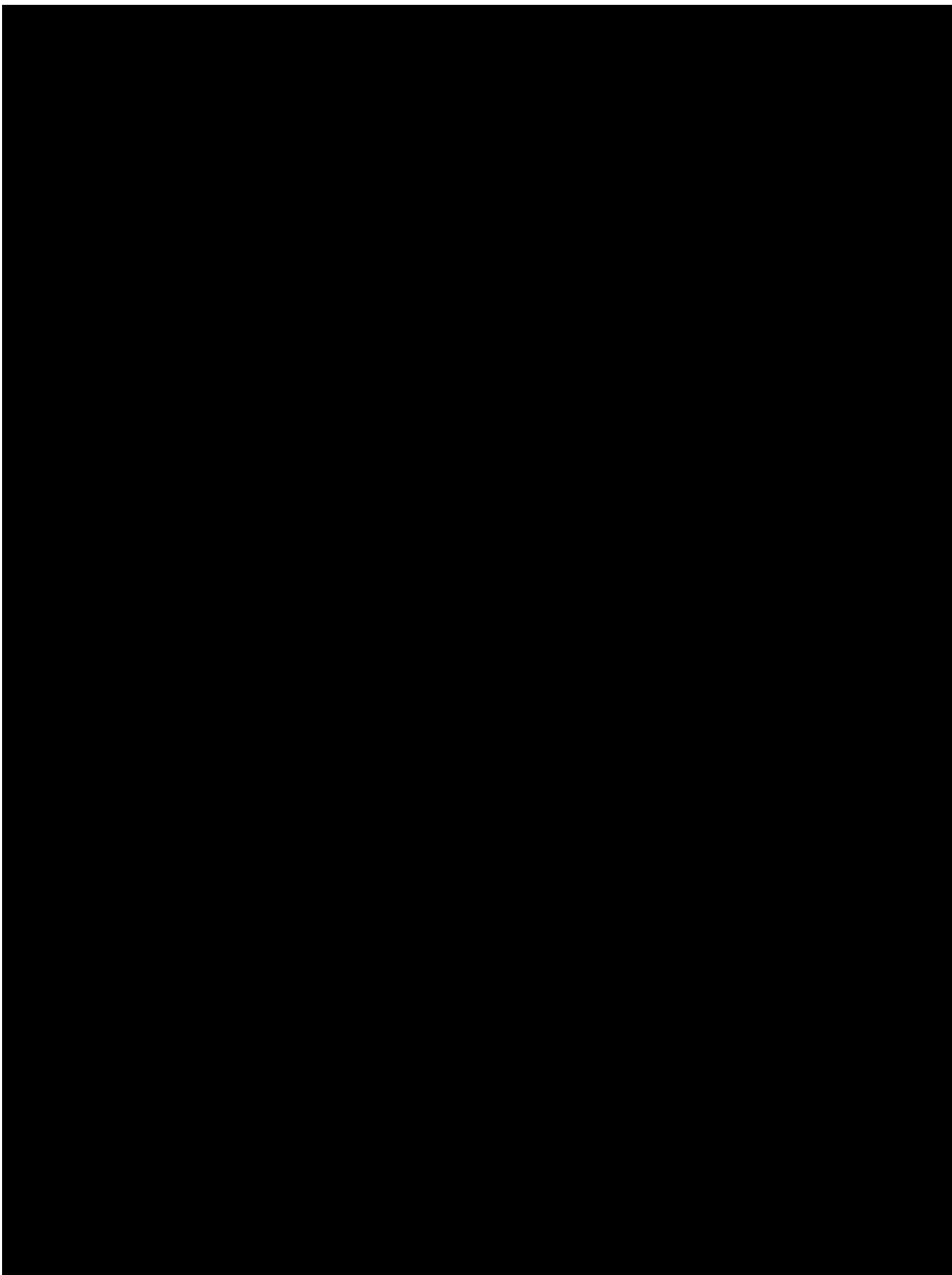
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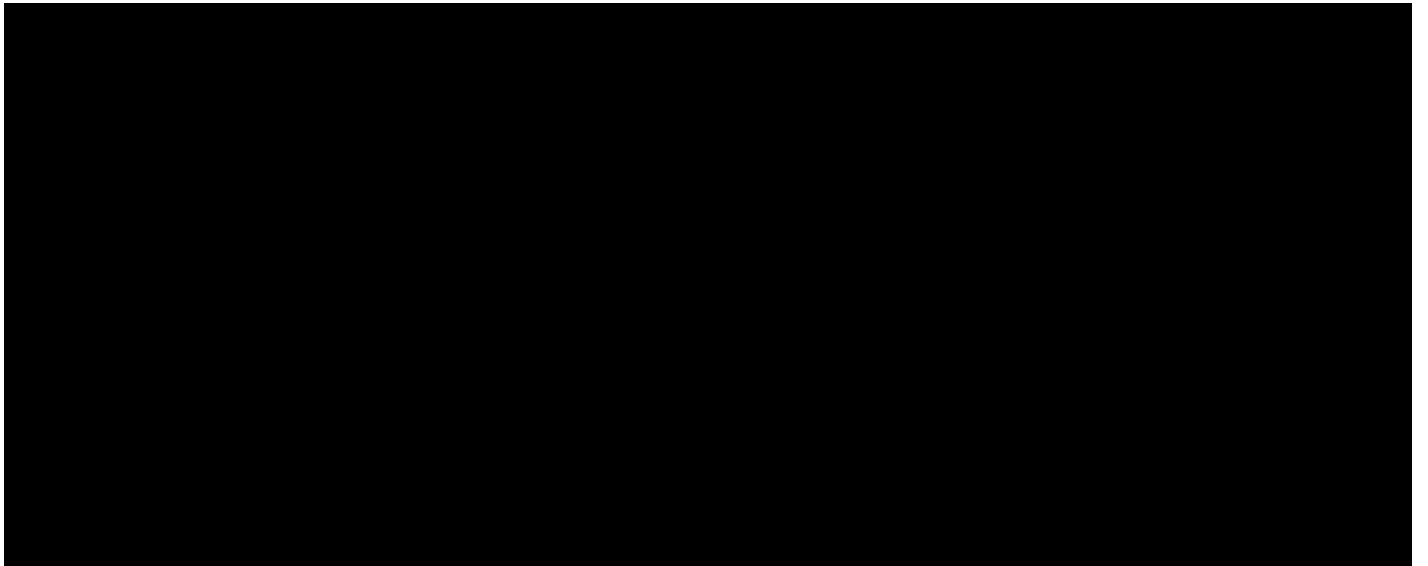
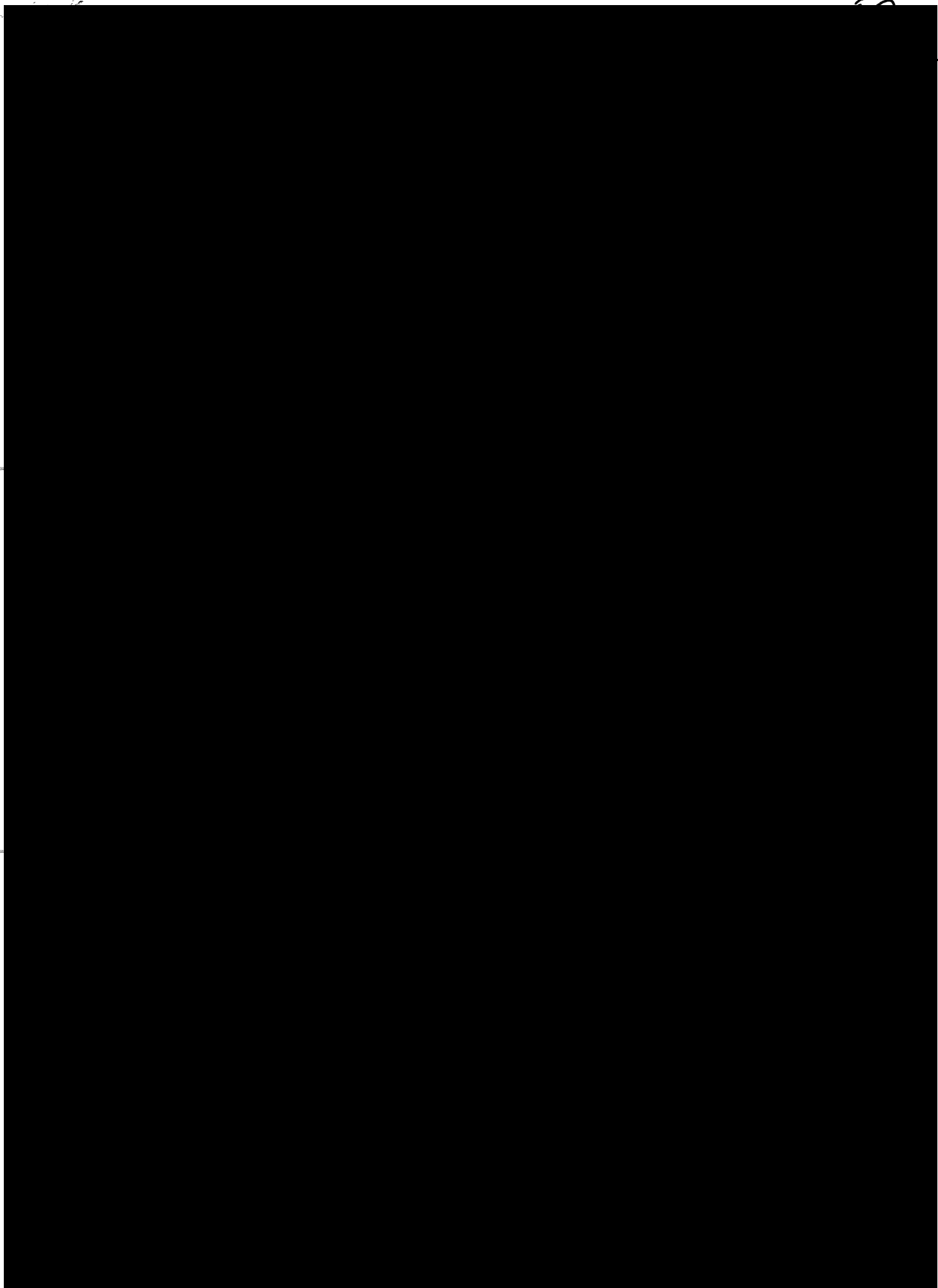


EXHIBIT "B-1"





DISTRICT COURT OF QUEENSLAND

REGISTRY: BRISBANE
NUMBER: 1075/24

Plaintiff: **WILLIAM JAMES MITCHELL**
AND
Defendant: **KARL JOBST**

SUBPOENA TO GIVE EVIDENCE

To: Carlos Pineiro
16400 SW 52nd St.
Miami, FL 33185 USA
cashe@CARLOSystems.com

THE COURT ORDERS that you attend for the purpose of giving evidence-

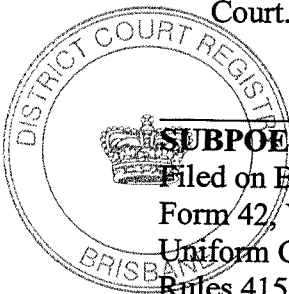
- (a) before the District Court of Queensland at Brisbane;
- (b) at QEII Courts of Law Complex, 415 George Street, Brisbane Qld 4000;
- (c) on 16 September 2024 at 10am and until you are excused from further attending.

This subpoena was issued on behalf of Karl Jobst, the Defendant.

The last date for service of this subpoena is 11 September 2024.

TAKE NOTICE:

- (1) failure to comply with this subpoena without lawful excuse is contempt of court and may result in your arrest. You have the right to apply to the court to have the subpoena set aside on any sufficient grounds including privilege, including but not limited to, sexual assault counselling privilege.
- (2) the party on whose behalf this subpoena was issued may give you written notice of a date or time later than the date or time stated above to attend to give evidence, in which case this subpoena has effect as if the date or time stated in the notice were stated in the subpoena.
- (3) if the party on whose behalf this subpoena was issued gives you written notice that you are to give evidence to the court in accordance with this subpoena by audio visual or audio link, you may attend by that link for the purpose of giving your evidence to the court.
- (4) you need not comply with this subpoena unless conduct money is paid, or tendered to you, a reasonable time before the day on which you would be required to attend the Court.



SUBPOENA TO GIVE EVIDENCE
Filed on Behalf of the Defendant
Form 42, Version 4 Approved 22/05/2024
Uniform Civil Procedure Rules 1999.
Rules 415; 415A; 416; 419; 421

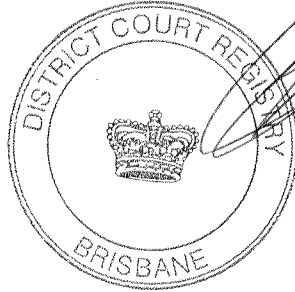
MILLS OAKLEY
Level 23, 66 Eagle Street
BRISBANE QLD 4000
Phone No: +61 7 3228 0400
Fax No: +61 7 3012 8777
Reference: 9276640

- (5) if the party on whose behalf a subpoena was issued gives you a written notice that you are to give evidence to the court in accordance with this subpoena by audio visual or audio link, you are only entitled to conduct money if the notice requires you to attend a place other than your place of residence or business to give evidence by audio visual or audio link.

ISSUED WITH THE AUTHORITY OF THE DISTRICT COURT OF QUEENSLAND:

Signed:

Dated:



09 AUG 2024

EXHIBIT "B-2"

[REDACTED]

[REDACTED]

[REDACTED]

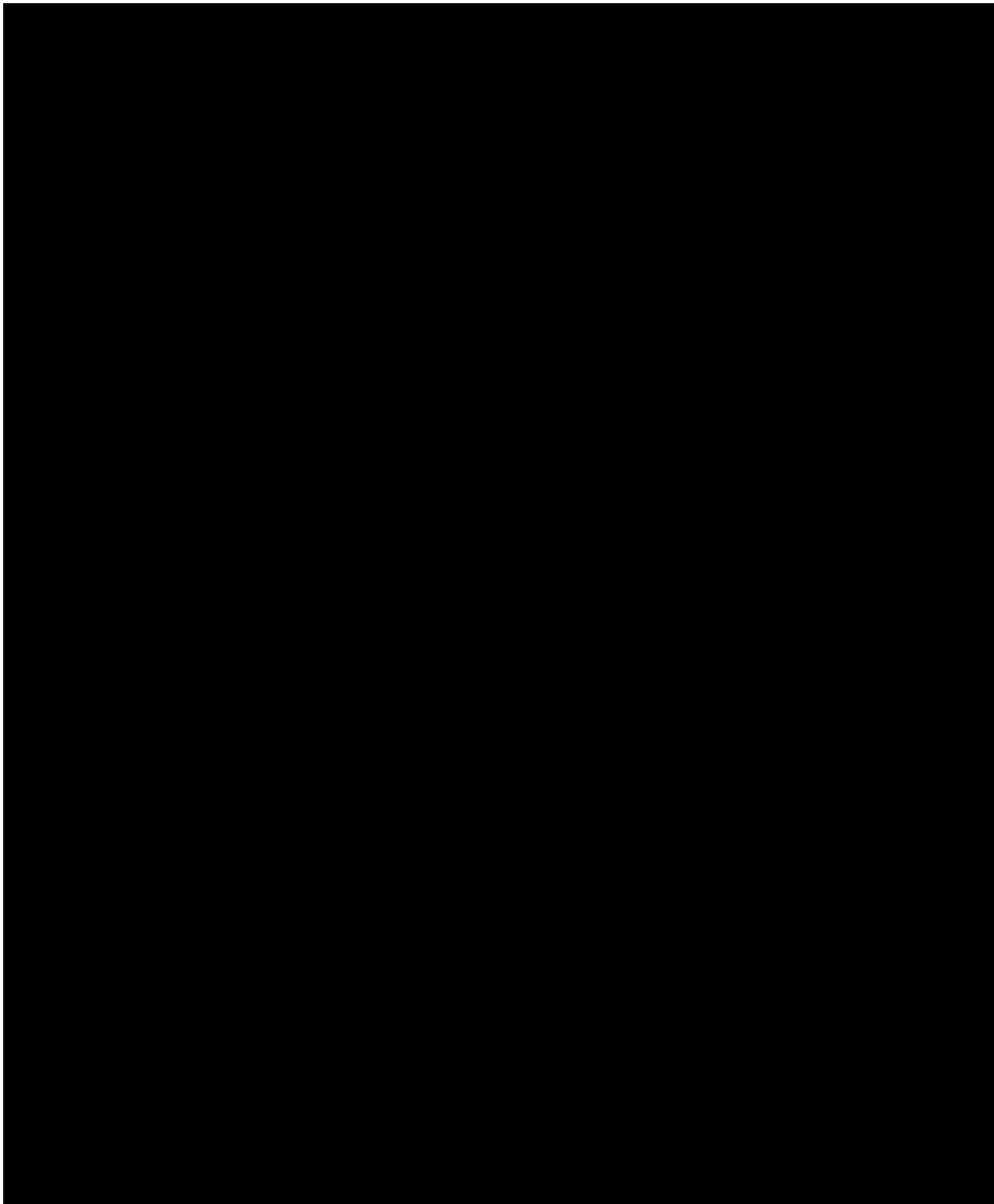
[REDACTED]

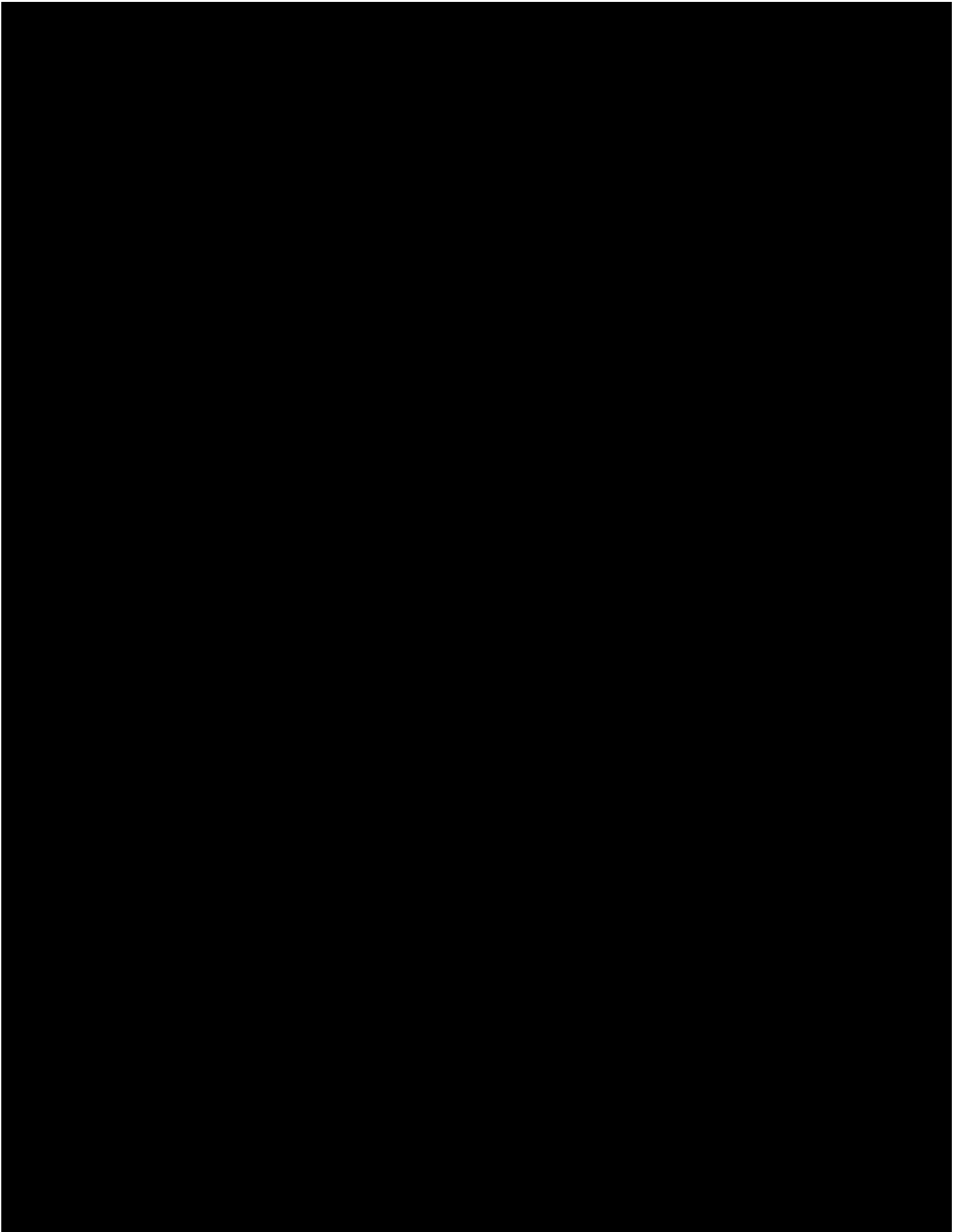
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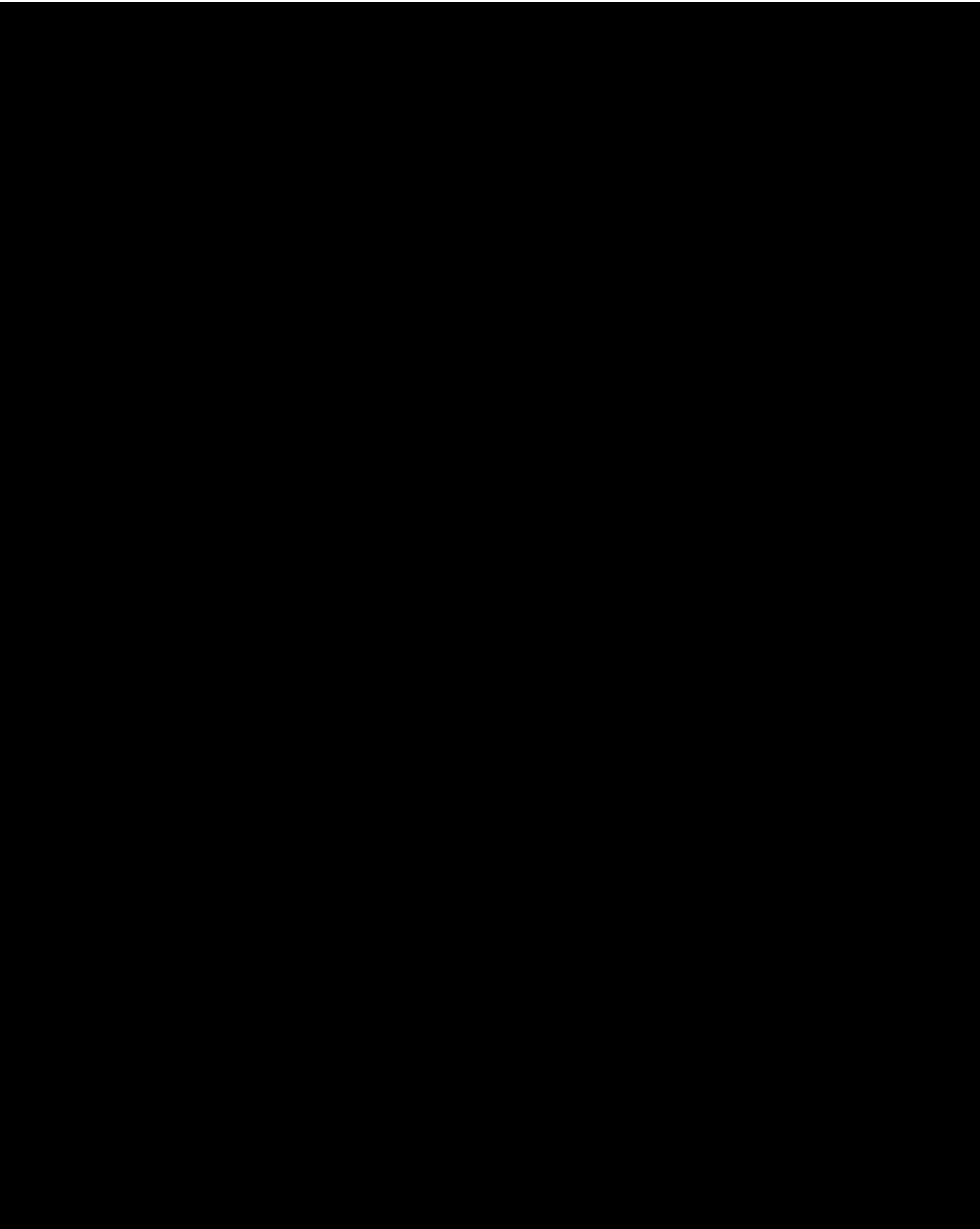
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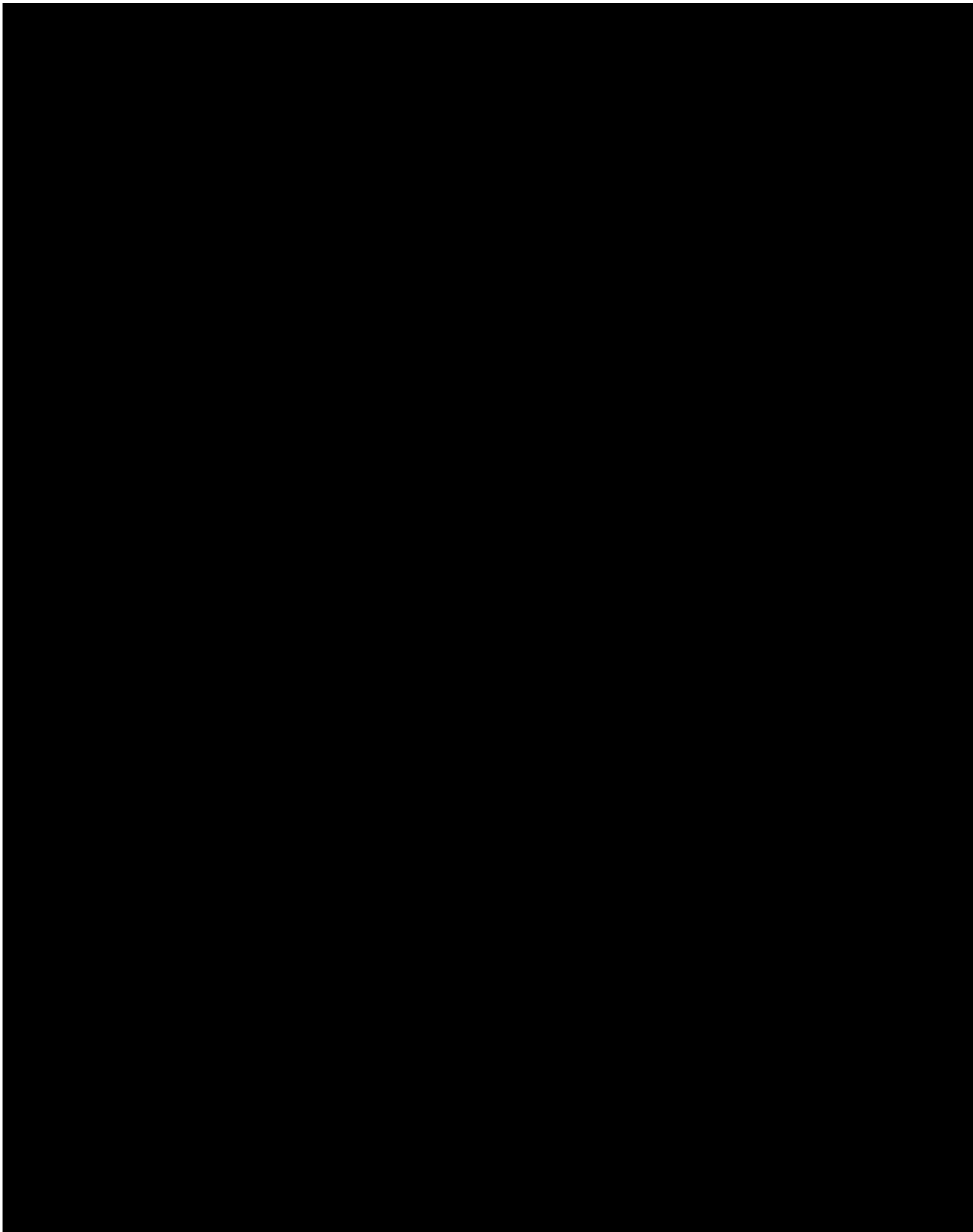
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]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

EXHIBIT "C"









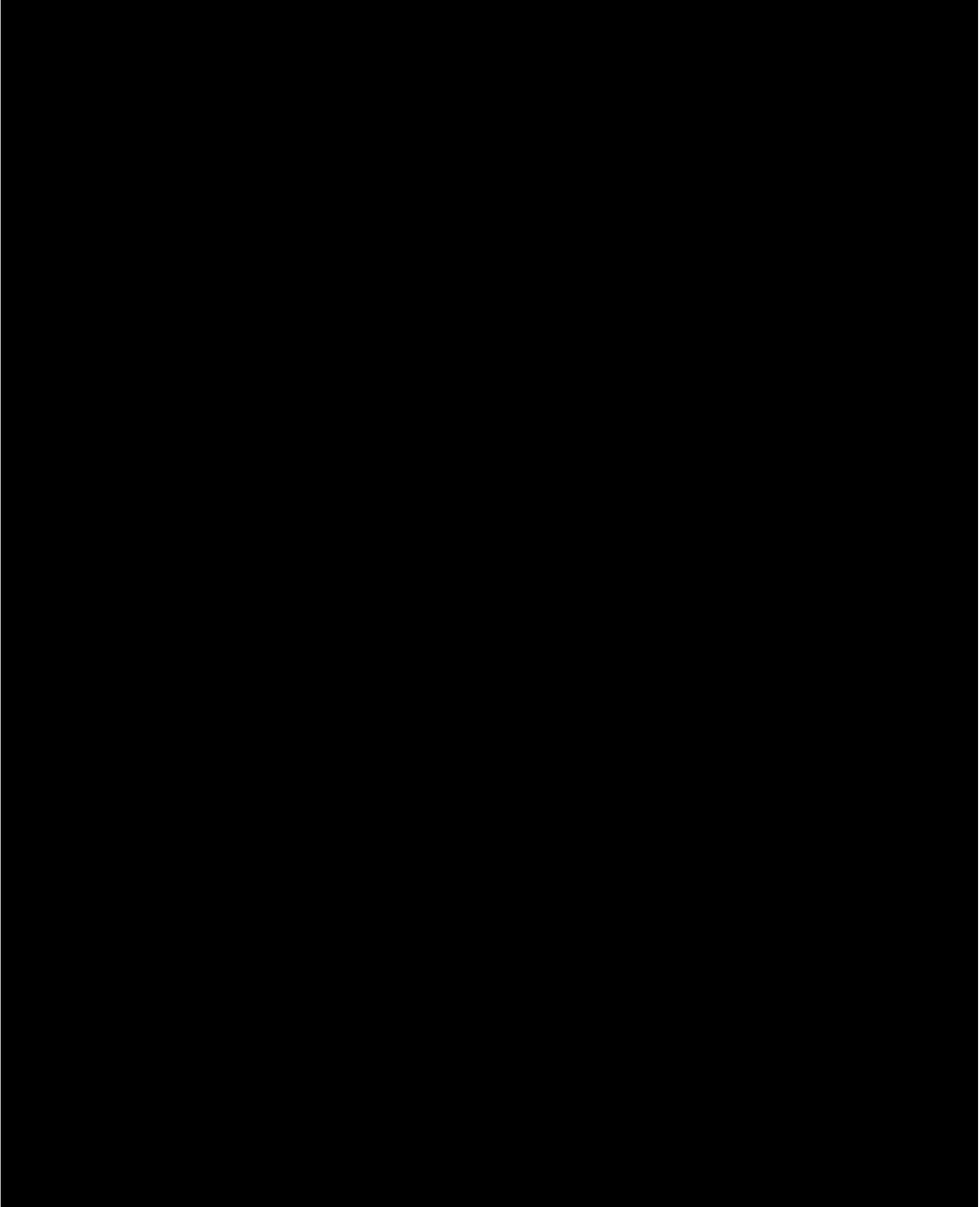


EXHIBIT "D"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

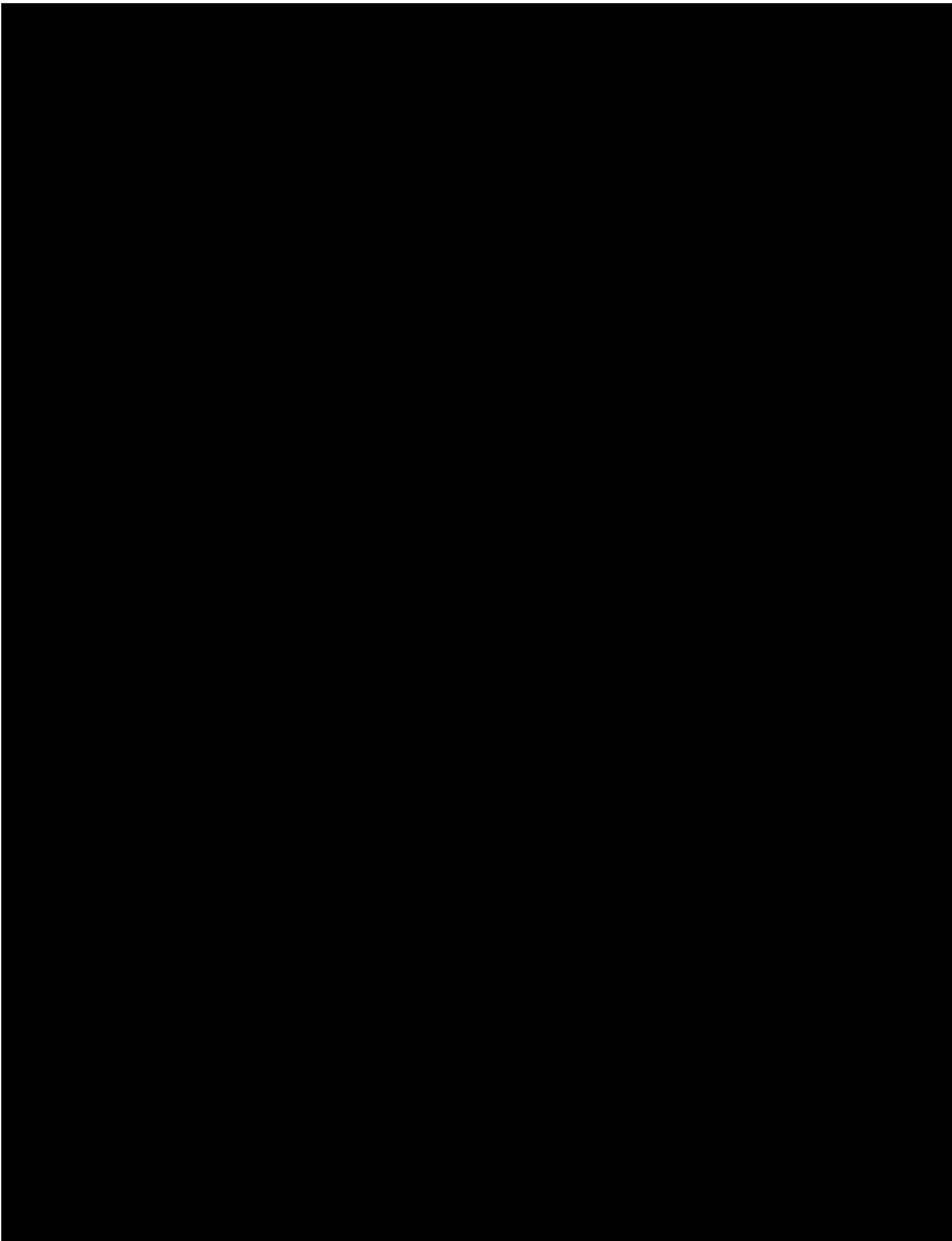
[REDACTED]

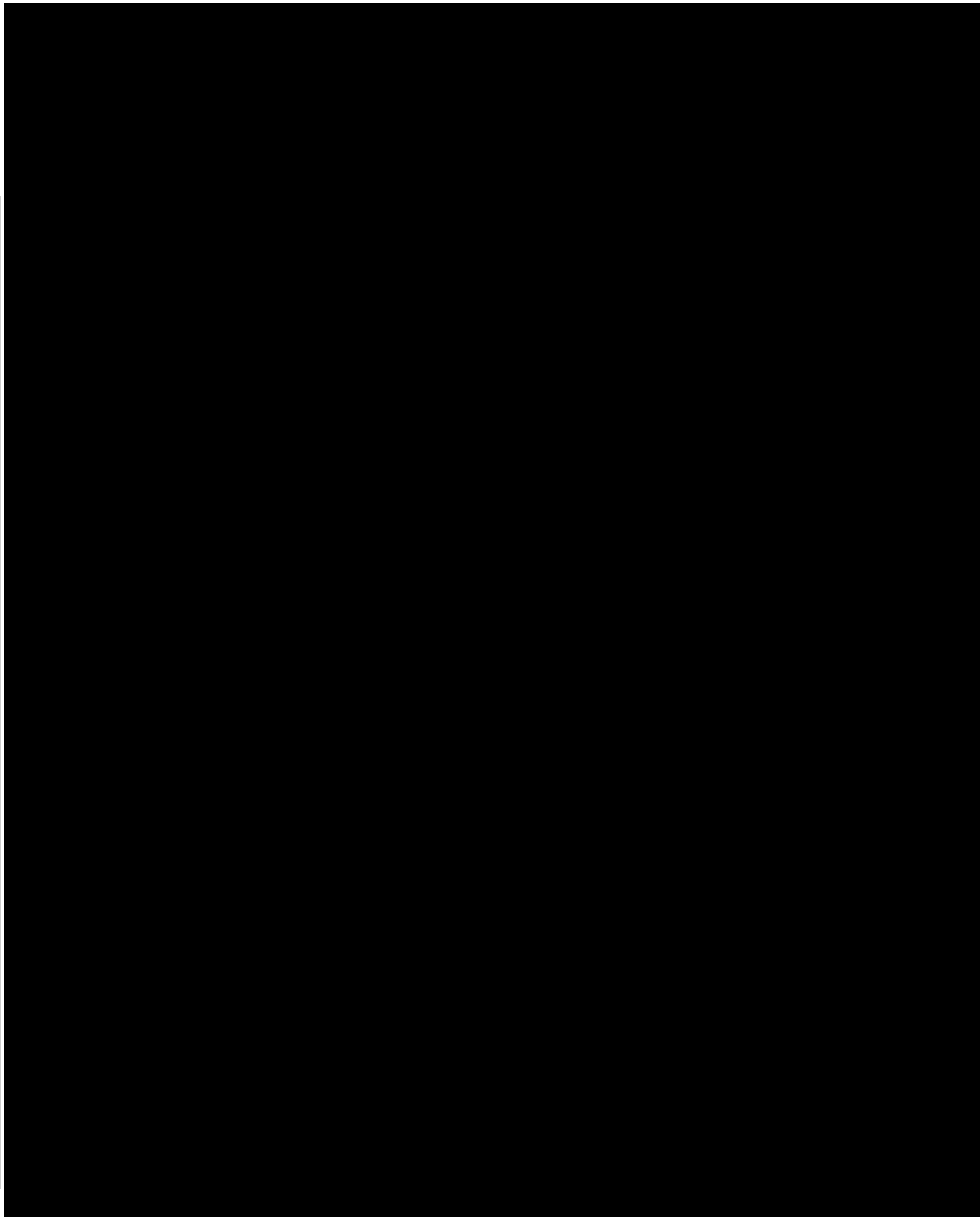
law.

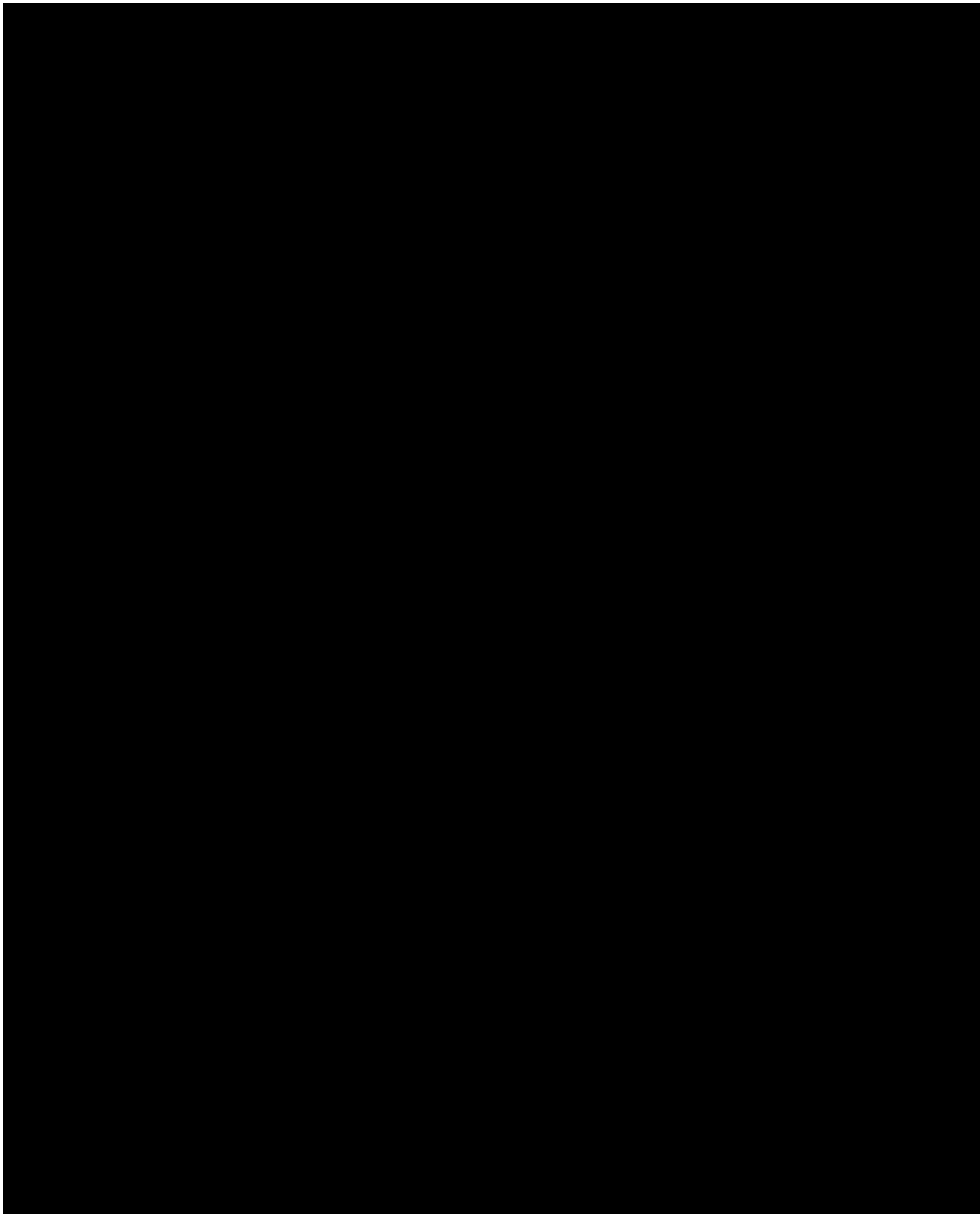
trial will suffice.

N
T

[REDACTED]







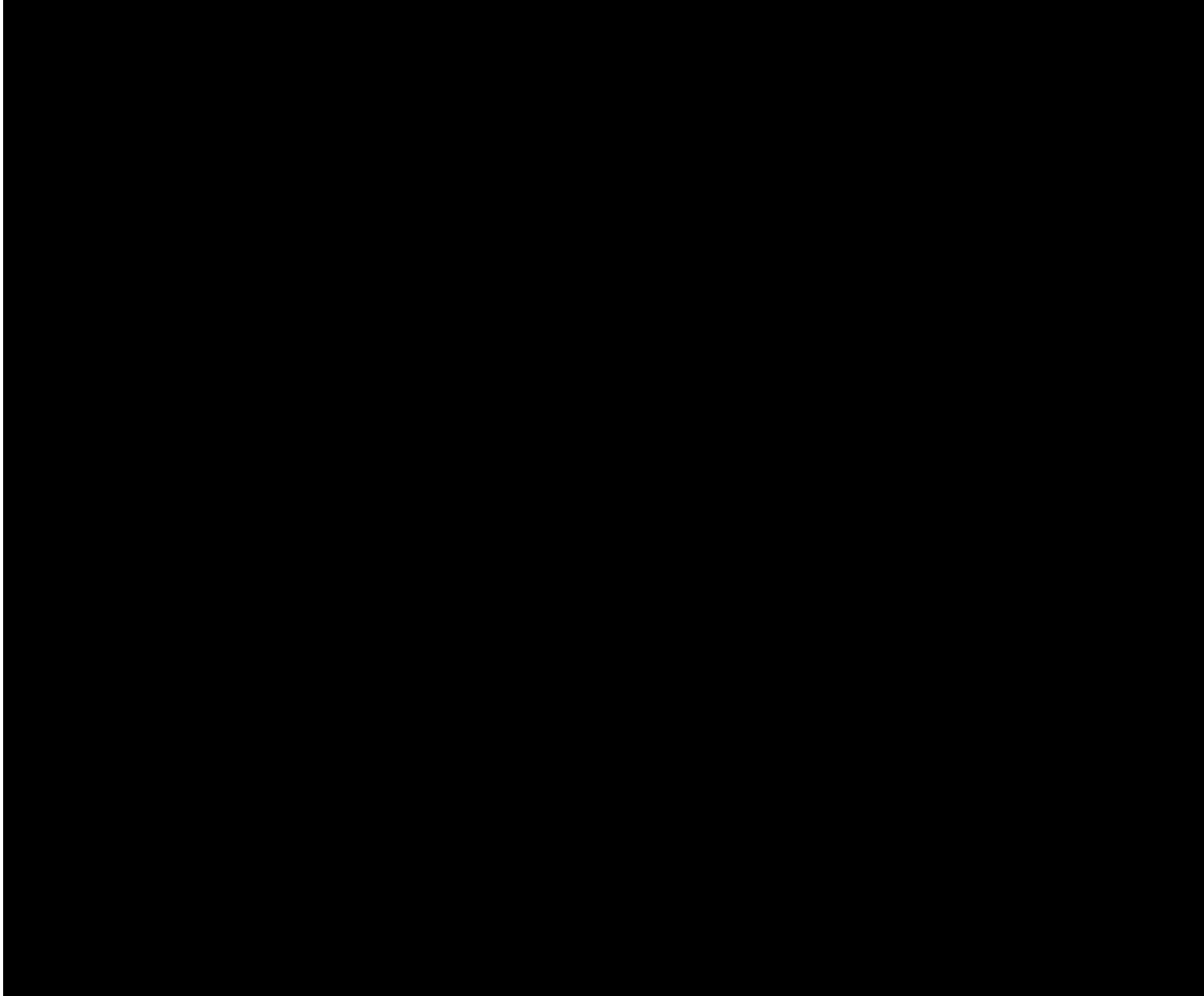


EXHIBIT "E"



(5) if the party on whose behalf a subpoena was issued gives you a written notice that you are to give evidence to the court in accordance with this subpoena by audio visual or audio link, you are only entitled to conduct money if the notice requires you to attend a place other than your place of residence or business to give evidence by audio visual or audio link.

ISSUED WITH THE AUTHORITY OF THE DISTRICT COURT OF QUEENSLAND:

Signed:

Dated:



09 AUG 2024

EXHIBIT "F"

AJE

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 05/30/2024
PLAINTIFF/PETITIONER: William James Mitchell		David W. Slayton, Executive Officer / Clerk of Court By: <u>A. Rodriguez</u> Deputy
DEFENDANT/RESPONDENT: Twin Galaxies, LLC		
CERTIFICATE OF MAILING		CASE NUMBER: 19STCV12592

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Hearing on Motion to Enforce Settlement (3012); Hearing on Mo...) of 05/30/2024 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

David Ali Tashroudian
Tashroudian Law Group, APC
12400 Ventura Blvd.
Suite 300
Studio City, CA 91604

✓
Anthony J. Ellrod
801 S Figueroa St 15 th Floor
Los Angeles, CA 90017

David W. Slayton, Executive Officer / Clerk of Court

Dated: 05/30/2024

By: A. Rodriguez
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 36

19STCV12592

WILLIAM JAMES MITCHELL vs TWIN GALEXIES, LLC

May 30, 2024

8:30 AM

Judge: Honorable Wendy Chang
Judicial Assistant: A. Rodriguez
Courtroom Assistant: A. Aguilar

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Anthony J. Ellrod; James Edwin Gibbons by Kristina Ross via LACC

For Defendant(s): David Ali Tashroudian

NATURE OF PROCEEDINGS: Hearing on Motion to Enforce Settlement (3012); Hearing on Motion to Seal Motion to Seal Re Plaintiff's Motion to Enforce Settlement Agreement Pursuant to C.C.P. Section 664.6; Memorandum of Points and Authorities; Declaration of Kristina Ross (8422)

The matter is called for hearing.

The Court has read and considered the moving papers, opposition and evidence.

The Court gives its oral tentative ruling and hears argument from counsel.

After consideration of all documents filed and oral argument, the Court adopts the tentative as the order of the Court as follows:

The Motion to Seal RE PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO C.C.P. SECTION 664.6 filed by William James Mitchell on 03/11/2024 is Granted.

The Motion to Enforce Settlement filed by William James Mitchell on 03/11/2024 is Granted.

The Plaintiff is granted authority to publish exact words of section 1B and section 1D of the settlement agreement.

The Settlement Agreement provides for the recovery of reasonable attorneys fees and costs to the prevailing party in enforcing the judgment. (Decl. Ross Exh. A, section 17) The Court finds Plaintiff to be the prevailing party in this motion, and is entitled to reasonable fees and costs. Plaintiff seeks \$9,120, at a rate of \$375/hour, for 18 hours of work for the motion to enforce, and 6 hours for the motion to seal, and \$60 for the filing fee. The Court takes judicial notice of the fact Attorney Ross was admitted in 2019, and a graduate of Pepperdine Law School. Her hourly

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

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8:30 AM

Judge: Honorable Wendy Chang
Judicial Assistant: A. Rodriguez
Courtroom Assistant: A. Aguilar

CSR: None
ERM: None
Deputy Sheriff: None

rate of \$375/hour is reasonable for attorneys of her experience for this type of work. The Court reduces the hours for the motion to enforce to 8, the hours for the motion to seal to 3, and awards the filing fees. Thus, prevailing party fees and costs are awarded in the amount of \$4,245.00, payable in 20 days.

Clerk is to give notice.

Certificate of Mailing is attached.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**
CENTRAL DISTRICT-STANLEY MOSK COURTHOUSE
CIVIL DIVISION
111 NORTH HILL STREET
LOS ANGELES, CALIFORNIA 90012

ADP

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