

NO. 141-307474-19**VICTOR MIGNOGNA**
Plaintiff,**V.****MONICA RIAL, RONALD TOYE,**
FUNIMATION PRODUCTIONS, LLC, and
JAMIE MARCHI
Defendants.§
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§**IN THE DISTRICT COURT****141st JUDICIAL DISTRICT****OF TARRANT COUNTY, TEXAS****DEFENDANTS' ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT

Defendants Monica Rial and Ronald Toye file this Original Answer to Plaintiff's Original Petition and respectfully show the court as follows:

FACTUAL BACKGROUND

1. For years, women nationwide have complained publicly that Plaintiff Vic Mignogna ("Mignogna") sexually harassed, intimidated, or groped them.¹ The complaints come from underage fans attending conventions, and respected voice actors who have experienced his degrading behavior. It is no surprise that Mignogna now intends to blame everyone but himself for his misconduct. This lawsuit is nothing more than a desperate ploy by a disgraced actor to drag others down with him and a continuation of the harassment that has ruined his once noteworthy career.

2. Mignogna is a public figure known for his voice-over work for characters in the English dubs of Japanese anime shows, and his role as Captain Kirk in fan fiction show called "Star Trek Continues." Anime is a genre of animated entertainment typically originating in Japanese, and dubbing refers to the process of removing the original, Japanese vocal track of a given anime character and replacing it with one's native language. Mignogna has acted in hundreds of productions but is perhaps

¹ See, e.g., <https://prettyuglylittleliar.net/topic/3255-vic-mignogna/>.

best known as the voice of “Broly,” from the Dragon Ball animation film series.

3. In December 2018, following the premiere of “Dragon Ball Super: Broly,” which features Mignogna’s vocal work, accusations of sexual harassment, some of which included minors, began surfacing. Soon, victims of Mignogna’s sexual harassment and inappropriate conduct started coming forward and began posting their experiences online with some going back as far as 1989.²

4. Mignogna’s predatory tendencies are well documented. In fact, there are a number of sites dedicated to sharing stories of Mignogna’s inappropriate behavior with women including the Tumblr blog “Dear Vic Meggnogna.”³ Many victims’ stories continue to pour in through all forms of social media, detailing times when Mignogna acted inappropriately towards them (fondling, kissing, groping, etc.) without their consent, most while they were still underage, and include allegations of sexual assault and harassment. In addition, there is a collection of articles, posts, tweets, etc. all detailing the allegations of Vic Mignogna and the sources.⁴

5. On February 19, 2019, Beth Elderkin of Io9, published an article titled “One of Anime’s Biggest Voices Accused of Sexual Harassment,” which details the history of sexual harassment allegations against Mignogna and how they have led to production companies terminating their ties with him.⁵ Elderkin spoke with more than 25 voice actors, cosplayers, industry professionals, convention employees, and former fans about their experiences with Mignogna. That article describes Mignogna as:

A 56-year-old man who aggressively hugs, grabs, touches, kisses, and propositions women—often without asking for their consent. It happens at panels, in autograph lines, at private events, and behind closed doors. His behavior has become so known in the anime

² A woman on Twitter, named Michelle (@MichellMcC73), describes an incident with Mignogna when he was a cameraman and music video producer for Thomas Road Baptist Church, which is affiliated with private school Liberty Christian Academy. @MichellMcC73 alleges that, while working as assistant director for Liberty Christian Academy’s spring stage play, Mignogna knowingly made sexual advances on her, then a student and a minor. These events allegedly occurred early in 1989, years old, in Lynchburg, Virginia. See <https://twitter.com/MichellMcC73/status/1094729435583037440>.

³ See <https://vicmeggnognahorrorstories.tumblr.com/>.

⁴ See <https://docs.google.com/document/d/1Ibdm3cJBMNybkDhqnAJjauxfjdRBI-6zp6kuuoOuuQ/edit>.

⁵ See <https://io9.gizmodo.com/one-of-anime-s-biggest-voices-accused-of-sexual-harassm-1832390505>.

and comic convention communities that it's more than an open secret.⁶

6. When the sexual harassment allegations became known, the production companies who Mignogna worked for conducted their own investigations. When their investigations were concluded, they terminated Mignogna and publicly announced they would no longer work with him.

7. For instance, Rooster Teeth Productions, LLC, is an American media and entertainment company headquartered in Austin, Texas, is known for the animated series RWBY (pronounced Ruby). Mignogna had a role in the series as a voice actor. On February 5, 2019, Rooster Teeth severed their business relationship with Mignogna. A post on the Rooster Teeth website stated: "Effective today, Vic Mignogna is no longer a part of the cast of RWBY and Rooster Teeth is ending all associations with Mignogna. This will not affect the creative content of RWBY."⁷ Rooster Teeth's decision followed in the wake of allegations levied against Mignogna regarding kissing and embracing female convention attendees without their consent.

8. Co-Defendant, FUNimation Productions, LLC ("FUNimation"), also investigated allegations of Mignogna's ongoing inappropriate conduct and accordingly terminated its relationship with Mignogna on or about January 28, 2019. On February 11, 2019, FUNimation confirmed on Twitter that they had ended professional ties with Mignogna following an investigation.⁸ In addition to Rooster Teeth and FUNimation, multiple anime conventions withdrew Mignogna from their guest list.⁹

9. Despite the numerous voice actors and individual victims that have come forward and publicly described their own sexual assault or harassment by Mignogna, Mignogna brings suit against Defendants Monica Rial and Jamie Marchi. For some reason, they have drawn the ire of Mignogna, who has led a public campaign attempting to demonize Defendants. However, Mignogna is well aware that

⁶ *Id.*

⁷ See <https://roosterteeth.com/post/51982081>.

⁸ See <https://twitter.com/FUNimation/status/1095087396209770501>.

⁹ See <https://fancons.com/guests/bio/517/vic-mignogna>.

women have been speaking truthfully about his misconduct for *decades*, and his vendetta against Rial and Marchi is less about their stories than about his notorious history catching up with him.

10. A review of Mignogna's petition fails to identify what defamatory or otherwise tortious conduct Defendants are liable for. For the most part, it complains of "likes" and "re-tweets" of other people's opinions. Furthermore, Mignogna does not describe any causal connection between Defendants' actions and Mignogna's termination from FUNimation, Rooster Teeth, and any other company or venue.

11. It is clear that Mignogna has decided to prosecute his grievances in the public forum. However, at the same time, use the courts to stifle anyone who publicly discusses his long history of sexual assault and harassment. Mignogna's claims have no merit and should be summarily dismissed.

SPECIAL EXCEPTIONS

12. Defendants specially except to Section VI, A, of Plaintiff's Original Petition, titled "Defamation" on the basis that it fails to state any cause of action for any allegedly defamatory statement that is time-barred because of Plaintiff's failure to comply with the notice requirements set forth under the Texas Defamation Mitigation Act.

13. Defendants specially except Section VI, B-E of Plaintiff's Original Petition, on the grounds that the allegations are so general, vague and unclear, they fail to apprise Defendants of what Plaintiff expects to prove.

14. Defendants specially except to the entirety of Plaintiff's Original Petition regarding the relief sought and asks the Court to require Plaintiff to specify the maximum amount that Plaintiff claims.

15. Defendants specially except to Section VI, B of Plaintiff's Original Petition because Plaintiff did not plead all elements of his tortious interference with existing contracts cause of action. Specifically, Plaintiff did not include the elements of Defendants' knowledge of any alleged contract, that Defendants interfered with any alleged contract, that Defendants intended to interfere, and Defendants' interference was the proximate cause of Plaintiff's damages.

16. Defendants specially except to Section VI, C of Plaintiff's Original Petition because

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Plaintiff did not plead all elements of his tortious interference with prospective business relations cause of action. Specifically, Plaintiff did not include the element of a specific business relationship, Defendants knew about the relationship, that the alleged interference was more than an incidental result, and Defendant's conduct was independently tortious.

17. Defendants specially except to Section VI, D of Plaintiff's Original Petition because Plaintiff did not plead all elements of his civil conspiracy allegation. Specifically, Plaintiff did not include the element of unlawful purpose, lawful purpose by unlawful means, the members had a meeting of the minds on the object or course of action, one of the members committed an unlawful, overt act to further the object of course of action, and how this proximately caused Plaintiff's damages.

GENERAL DENIAL

18. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants generally deny each and every allegation in the Plaintiff's Original Petition, and any amendment thereto, and demand strict proof of all such allegations.

VERIFIED DENIALS

19. Defendants specifically deny Plaintiff's allegation that all conditions precedent have been performed or have occurred.

20. Defendants specifically deny that Plaintiff complied with the requirements of the Defamation Mitigation Act before filing this lawsuit. On April 12, 2019, Plaintiff mailed a purported Request for Correction, Clarification, or Retraction, pursuant to Texas Civil Practice and Remedies Code §§73.052 *et seq.* to Defendants. The requests referenced only "examples" of the allegedly defamatory statements beginning not earlier than January 24, 2019 (Ronald Toye) and February 6, 2019 (Monica Rial).

21. Defendants specifically deny that Plaintiff's request complied with the requirements set forth in §73.055(d) the Texas Civil Practice and Remedies Code. Plaintiff's request failed to specifically describe all of the allegedly false and defamatory statements and state the time and place of their

publication, if known. Instead, Plaintiff's request referred to a few "examples" of statements.

22. Defendants specifically deny that Plaintiff's request was served on the Defendants within 90 days after learning of the publication of the alleged defamatory statement, thereby precluding Plaintiff from recovering any exemplary damages in this action. *See* TEX. CIV. PRAC. & REM. CODE § 73.055(c).

AFFIRMATIVE DEFENSES

23. Defendants are not liable to Plaintiff because Plaintiff's claims for defamation are barred by the one-year statute of limitations set forth in Texas Civil Practice & Remedies Code section 16.002(a).

24. Defendants are not liable to Plaintiff because Plaintiff's own acts or omissions proximately caused or contributed to Plaintiff's injuries.

25. Defendants are not liable to Plaintiff because Defendants' allegedly defamatory statements were substantially true.

26. Defendants are not liable to Plaintiff because Plaintiff consented to and/or published the allegedly defamatory statements by discussing them in public and on social media outlets.

27. Defendants are not liable to Plaintiff because of Plaintiff's previously diminished reputation.

28. Defendants are not liable to Plaintiff on the grounds that they were induced and provoked to make the statements by the wrongful and malicious acts of Plaintiff.

29. Defendants are not liable to Plaintiff pursuant to the failure of publication doctrine providing that a defamatory statement is not published if it is made to a person who knows the statement is untrue.

30. Defendants are not liable to Plaintiff because, at the time the alleged defamatory statements set forth in Plaintiff's petition, Defendants had good reason to believe, and did believe, that on certain dates and times, and at various other times before and after, Plaintiff sexually harassed and/or sexually assaulted the women identified in the FUNimation investigation in addition to third parties who have been victims of Plaintiff's sexual harassment and sexual assaults. Accordingly, the words Defendants spoke

concerning Plaintiff were and are true, or, in the alternative, are and were substantially true.

31. Defendants are not liable to Plaintiff because the allegedly defamatory statements were not made with actual malice.

32. Defendants are not liable to Plaintiff to the extent the statements alleged in Plaintiff's petition were published by a third party. As such, the statements were allegations made by a third party and regarded a matter of public concern. Defendants accurately reported these allegations made by the third party. Accordingly, pursuant to Section 73.005(b) of the Texas Civil Practice and Remedies Code, Defendants cannot be held liable for damages for the alleged statements.

33. Defendants are not liable to Plaintiff pursuant to the fair comment doctrine.

34. Defendants are not liable to Plaintiff pursuant to the invited defamation doctrine in that Plaintiff has demanded Defendants provide proof to substantiate the allegations of sexual harassment and sexual assault. Defendants' response to Plaintiff's repeated demands is therefore not defamation.

35. Defendants are not liable to Plaintiff because any alleged defamatory statements were statements of opinion.

36. Defendants are not liable to Plaintiff in that some or all of the alleged defamatory statements were non-literal hyperbole.

37. Defendants are not liable to Plaintiff in that some or all of the alleged defamatory statements were meant as a parody or satire.

38. Defendants are not liable to Plaintiff because Plaintiff's claim for tortious interference with contracts because they are barred by the two-year statute of limitations. TEX. CIV. PRAC. & REM. CODE § 16.003(a).

39. Defendants are not liable to Plaintiff because Plaintiff does not identify a valid contract that was the subject of any alleged interference.

40. Defendants are not liable to Plaintiff because Plaintiff waived or otherwise forfeited any contractual rights he claims to have had.

41. Defendants are not liable to Plaintiff because Plaintiff's claims for tortious interference with a contract is barred by the two-year statute of limitations in Texas Civil Practice & Remedies Code section 16.003(a).

42. Defendants are not liable to Plaintiff because Plaintiff's own acts or omissions proximately caused or contributed to Plaintiff's injury.

43. Defendants are not liable to Plaintiff for the amount of damages claimed because Plaintiff did not mitigate his damages.

44. Defendants are not liable to Plaintiff for conspiracy because the underlying claims are without merit.

45. If Defendants are found liable for damages, Defendants intends to seek a reduction of damages under the proportionate-responsibility statute, including any credits for a settling person.

46. Plaintiff is not entitled to punitive damages in regard to any defamation claim which Plaintiff failed to timely serve a request for correction, retraction or clarification. 90 days after learning of the publication of the alleged defamatory statement. *See* TEX. CIV. PRAC. & REM. CODE § 73.055(c).

47. If Defendants are found liable for exemplary damages, those damages must be capped under the Texas Damages Act, the Due Process Clause of the United States Constitution, and the Due Course of Law provisions of the Texas Constitution.

JURY DEMAND

48. Defendants demand a jury trial and tender the appropriate fee with this answer.

REQUEST FOR DISCLOSURE

49. Under Texas Rule of Civil Procedure 194, Defendants request that Plaintiff disclose, within 30 days of the service of this request, the information or material described in Rule 194.2.

OBJECTION TO ASSOCIATE JUDGE

50. Defendants object to the referral of this case to an associate judge for hearing a trial on the merits or presiding at a jury trial.

PRAYER

For these reasons, Defendants ask the Court to render judgment that Plaintiff takes nothing and for all such other and further relief to which Defendants are entitled.

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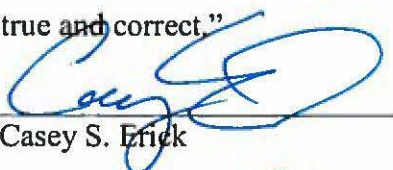
VERIFICATION

STATE OF TEXAS

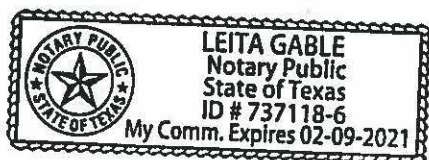
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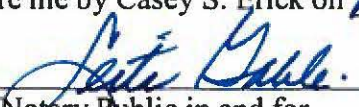
Before me, the undersigned notary, on this day personally appeared Casey S. Erick, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

"My name is Casey S. Erick. I am capable of making this verification. I have read the Defendants' Original Answer, and, specifically, Defendants' Verified Denials in paragraphs 19-23. The facts stated in it are within my personal knowledge and are true and correct."


Casey S. Erick

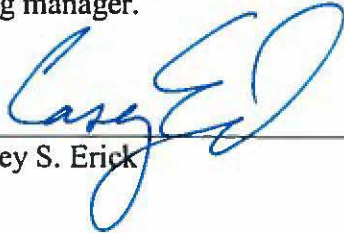
Sworn to and subscribed before me by Casey S. Erick on May 13, 2019.




Notary Public in and for
the State of Texas

CERTIFICATE OF SERVICE

I certify that on May 13, 2019 a true and correct copy of Defendants' Original Answer was served on Plaintiff's counsel through the electronic filing manager.



Casey S. Erick