

**CAUSE NO. 141-307474-19**VICTOR MIGNOGNA,  
Plaintiff,

v.

FUNIMATION PRODUCTIONS, LLC,  
JAMIE MARCHI, MONICA RIAL,  
AND RONALD TOYE,  
Defendants§  
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§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

141<sup>st</sup> JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**PLAINTIFF'S MOTION TO QUASH AND  
FOR ENTRY OF CONFIDENTIALITY AND PROTECTIVE ORDERS**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff requests that the *Notice of Intention to Take Oral Deposition* of Victor Mignogna (the "Notice") be quashed and that the Court enter confidentiality and protective orders.

**Background**

On April 25, 2019—prior to answering Plaintiff's petition—Defendants Toye and Rial served the Notice without first conferring on the date or time for the deposition (the Notice is attached as Exhibit A). Plaintiff's counsel attempted to coordinate scheduling Plaintiff's deposition and Defendants' depositions; however, Defendants refused to provide any dates for their depositions (*see* Exhibit B hereto). Exasperated with Defendants' contumacious refusal to cooperate, Plaintiff noticed Defendants' depositions to occur on May 15; Defendants promptly moved to quash these deposition notices. Plaintiff again requested that Defendants provide dates for their depositions (*see* Exhibit C hereto). Yet, again, Defendants refused to provide any dates for their depositions (*see* Exhibits D-E hereto). In fact, for nearly

two weeks after being requested to provide dates they are available to give deposition testimony, Defendants refused to provide *any* dates.<sup>1</sup>

Further, anticipating that the depositions would delve into areas that are potentially sensitive or private for a party, Plaintiff proposed that the parties enter into a mutually agreeable confidentiality and protective order (*see* Exhibit C hereto). Defendants not only rejected Plaintiff's offer but also made abundantly clear their intent to make deposition testimony (including sensitive or private information) public (*Figure 1*):

Frankly, I assumed Mr. Mignogna gave considerable thought to any personal privacy concerns before he filed his lawsuit. Regardless, my clients have considered his request and it is declined.

*Figure 1*

(*see* Exhibit D). Indeed, Defendants prolifically post information on Twitter (*see*, for example, *Plaintiff's Original Petition* at ¶¶(16), (19)-(20), (23)-(28), (31)-(35)).

### **Argument**

In general, a party may obtain discovery regarding any matter that is not privileged and is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party. TEX. R. CIV. P. 192.3(a). However, "trial courts should be mindful of protecting sensitive information." *In re Weekley Homes, L.P.*, 295 S.W.3d 309, 321 (Tex. 2009); *see In re United Services Automobile Association*, 76 S.W.3d 112, 115 (Tex. App.—San Antonio 2002, no pet.) ("the protection of privacy is fundamental and of constitutional import"). Thus, a trial court may issue orders limiting discovery where appropriate. TEX. R. CIV. P. 192.4, 192.6.

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<sup>1</sup> The initial filing of this motion was returned (Exhibit F) and is corrected with this filing. Defendants finally provided potential dates for their depositions *after* the initial filing of this motion. (Exhibit G).

Defendants' response to Plaintiff's proposal of a confidentiality order is a thinly-veiled threat of inquiring into private information during his deposition and posting that information to their Twitter accounts. Their recalcitrance is short-sighted, as their own private information may be subject to inquiry during their depositions. Not wishing that any party should be embarrassed by the public unveiling of sensitive information disclosed in a deposition, Plaintiff respectfully asks this Court to enter a confidentiality order governing discovery in this case and precluding disclosure of information that is confidential or private absent the Court's permission. And Plaintiff respectfully requests that the Court quash the Notice and enter a protective order that no depositions may be taken (by any party) until the Court issues such confidentiality order.

WHEREFORE, Plaintiff respectfully requests that the Court set this matter for hearing, thereupon grant this motion, quash the Notice, enter a protective order that no depositions may be taken until the Court issues a confidentiality order, and issue the confidentiality order requested above. Plaintiff prays for such other and further relief to which he may be justly or equitably entitled. Plaintiff prays for general relief.

Respectfully submitted,  
BEARD HARRIS BULLOCK HUGHES

By: /s/ Ty Beard

Ty Beard  
Texas Bar No. 00796181  
Carey-Elisa Christie  
Texas Bar No. 24103218  
Kristina M. Ross  
Texas Bar No. 24069173  
Jim E. Bullock  
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100 Independence Place, Suite 101  
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(903) 509-4900 [T]

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[Ty@beardandharris.com](mailto:Ty@beardandharris.com)  
[Carey@beardandharris.com](mailto:Carey@beardandharris.com)  
[Kristina@beardandharris.com](mailto:Kristina@beardandharris.com)  
[Jim@beardandharris.com](mailto:Jim@beardandharris.com)

*Attorneys for Plaintiff*

***Certificate of Conference***

A conference was held via written correspondence with Casey Erick, counsel for Defendants Rial and Toye, on May 8-9, 2019, on the merits of this motion. A reasonable effort has been made to resolve the dispute without the necessity of court intervention, and the effort failed. Therefore, it is presented to the Court for determination.

/s/ Ty Beard

Date: May 10, 2019

***Certificate of Service***

The undersigned certifies that the foregoing motion was electronically filed today and served via electronic filing manager on counsel of record.

/s/ Ty Beard

Date: May 10, 2019

# Exhibit A

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS



Thursday, April 25, 2019

**Via e-service**

Ty Beard, Senior Partner  
Beard Harris Bullock Hughes, Attorneys at Law  
100 Independence Place #300  
Tyler, Texas 75703

Re: Cause No. 141-307474-19; *Victor Mignogna, Plaintiff v. Funimation Productions, LLC, Jamie Marchi, Monica Rial, and Ronald Toye, Defendants*, 141<sup>st</sup> District Court, Tarrant County, Texas

Mr. Beard,

Enclosed is Defendants' Notice of Deposition and Subpoena Duces Tecum for the deposition of Victor Mignogna to occur on May 30, 2019, 10:00 a.m., in your office.

I am sure you appreciate the urgent need for this deposition in light of the pressing deadlines we are faced with a possible motion to dismiss. I look forward to working with you to get this scheduled.

Very truly yours,

A handwritten signature in blue ink, which appears to read "Carlos J. Enik", is written below the "Very truly yours," text.

**NO. 141-30744-19**

**VICTOR MIGNOGNA**  
**Plaintiff,**

**V.**

**MONICA RIAL, RONALD TOYE, and**  
**FUNIMATION PRODUCTIONS, LLC**  
**Defendants.**

§ **IN THE DISTRICT COURT**  
§  
§  
§ **141st JUDICIAL DISTRICT**  
§  
§  
§ **OF TARRANT COUNTY, TEXAS**

**NOTICE OF INTENTION TO TAKE ORAL DEPOSITION**

To: Victor Mignogna, c/o Ty Beard, 100 Independence Place, Suite 101, Tyler, Texas 75703.

Please take notice that Defendants intend to take the oral deposition of Plaintiff, Victor Mignogna at 100 Independence Place, Suite 101, Tyler, Texas 75703, before a certified court reporter, commencing on May 30, 2019 at 10:00 a.m. The deposition will be videotaped.

Victor Mignogna is instructed to produce at the time and place of the taking of this deposition, for use in conjunction with the taking of the deposition, all documents identified in the attached Exhibit A.

Kessler Collins, P.C.



Casey S. Erick  
State Bar No.: 24028564  
Email: [CErick@kesslercollins.com](mailto:CErick@kesslercollins.com)  
Andrea Perez  
State Bar No.: 24070402  
Email: [APerez@kesslercollins.com](mailto:APerez@kesslercollins.com)  
2100 Ross Avenue, Suite 750  
Dallas, Texas 75201  
Tel. (214) 379-0732  
Fax. (214) 373-4714  
Attorneys for Defendants Monica Rial  
and Ronald Toye

**CERTIFICATE OF SERVICE**

I certify that on April 25, 2019 a true and correct copy of Plaintiff's Notice of Intention to Take Oral Deposition was served on Ty Beard electronically through the electronic filing manager.

A handwritten signature in blue ink, reading "Casey S. Erick". The signature is fluid and cursive, with the first name "Casey" and last name "Erick" clearly distinguishable.

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Casey S. Erick



**EXHIBIT A**  
**DOCUMENTS TO BE PRODUCED**

- a. All documents supporting any claims for damages.
- b. All communications about your claims made in this lawsuit.
- c. All documents supporting your claim of defamation.
- d. All documents supporting your claim of tortious interference with existing contracts.
- e. All documents supporting your claim of tortious interference with prospective business relations.
- f. All documents supporting your claim of civil conspiracy.
- g. All documents/communications from any third party that relates to the claims and damages in your lawsuit.
- h. All documents and communications (including electronically-stored information in its native format) relating to the “investigation” referenced in the February 11, 2019 tweet posted to @FUNimation (Figure 3 in Plaintiff’s Original Petition).
- i. All documents and communications (including electronically-stored information in its native format) relating to the decision to post the February 11, 2019 tweets to @FUNimation (Figure 3 in Plaintiff’s Original Petition).
- j. All documents and communications (including electronically-stored information in its native format) relating to Funimation’s informing Anime News Network that Plaintiff’s employment (or contractual relationship) had been terminated (or otherwise ended).
- k. All documents and communications (including electronically-stored information in its native format) referencing Plaintiff or Defendants, from June 1, 2017 to the present.
- l. All documents and communications (including electronically-stored information in its native format) referencing Plaintiff between (a) the more recent of (i) the date you first met Defendants or (ii) January 1, 2014 and (b) the present.
- m. All documents and communications relating to any investigation conducted by Funimation Productions, LLC into allegations that Plaintiff assaulted, harassed, sexually assaulted, or sexually harassed any person or otherwise conducted himself inappropriately toward any person.

# Exhibit B

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS

## Jim Bullock

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**From:** Casey Erick <CErick@kesslercollins.com>  
**Sent:** Friday, April 26, 2019 05:29 PM  
**To:** Ty Beard  
**Cc:** Jim Bullock; Carey Christie  
**Subject:** Re: Deposition

When 8 AM came and went I directed my staff to arrange for the court reporter and videographer so they are set up for May 30. If that now needs to change then we need to leave May 31 and June 3 open because your client' depositions will be first before mine. However, I am visiting with the clients to firm up dates for you.

But for me to do that, I need your client to commit to May 30 or as close as possible to May 30th.

Casey S. Erick | Shareholder | Kessler Collins P.C.  
[2100 Ross Avenue, Suite 750 | Dallas, Texas | 75201](#)  
Ph: [214.379.0722](#) | D: [214.379.0732](#) | M: [214.243.6059](#) | F: [214.373.4714](#)  
[CErick@kesslercollins.com](mailto:CErick@kesslercollins.com) [www.kesslercollins.com](http://www.kesslercollins.com)

On Apr 26, 2019, at 5:11 PM, Ty Beard <[ty@beardandharris.com](mailto:ty@beardandharris.com)> wrote:

Hey Casey. I had to deal with a serious emergency so I wasn't able to confirm the deposition dates. Were you able to confirm the proposed dates for your clients?

<image001.jpg>

Ty Beard, Senior Partner  
Beard Harris Bullock Hughes, Attorneys at Law  
100 Independence Place #300  
Tyler, Texas 75703  
(o) 903-509-4900  
(f) 903-509-4908  
Email: [ty@beardandharris.com](mailto:ty@beardandharris.com)  
Please CC emails to: [admin@beardandharris.com](mailto:admin@beardandharris.com)

# Exhibit C

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS

## Jim Bullock

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**From:** Ty Beard  
**Sent:** Wednesday, May 8, 2019 02:10 PM  
**To:** Casey Erick  
**Cc:** Jim Bullock; Carey Christie; Laci Stovall  
**Subject:** Deposition Dates

Casey, five days ago, I asked you to give me availability dates to depose your clients. You have failed to do so. So please provide me with availability dates for two days from May 15 thru May 29, 2019.

In the alternative, please advise whether you will agree to a Rule 11 agreement to (a) depose Mr. Mignogna first; and (b) to not file a motion to dismiss under the TCPA until we've the opportunity to depose your clients.

Finally, will you agree to a Confidentiality Agreement that in which your clients and Mr. Mignogna will agree to not publicly discuss any of the deposition testimony? I think this is in everyone's best interest, since the matters discussed will be very personal for each deponent.

If I don't hear from you by noon tomorrow, I will interpret your silence to mean that you will not provide the availability dates, that you do not agree to the proposed Rule 11 agreement, and that you won't agree to a Confidentiality Agreement. In that case, we will file motions for a protective order and to quash the May 30 deposition of Mr. Mignogna. Please feel free to call me if you think we can work this out.

--Ty



**BEARD & HARRIS**  
ATTORNEYS AT LAW

Ty Beard, Senior Partner  
Beard Harris Bullock Hughes, Attorneys at Law  
100 Independence Place #300  
Tyler, Texas 75703  
(o) 903-509-4900  
(f) 903-509-4908  
Email: [ty@beardandharris.com](mailto:ty@beardandharris.com)  
Please CC emails to: [admin@beardandharris.com](mailto:admin@beardandharris.com)

**From:** Ty Beard  
**Sent:** Friday, May 3, 2019 7:02 PM  
**To:** Casey Erick <[CErick@kesslercollins.com](mailto:CErick@kesslercollins.com)>  
**Cc:** Andrea Perez <[APerez@kesslercollins.com](mailto:APerez@kesslercollins.com)>  
**Subject:** RE: Deposition Notices

Hey Casey. The subpoena duces tecums (sp?) were indeed inadvertently attached to the notices. Please disregard them.

Your complaint about me not contacting you ahead of time is curious since you did not contact me before noticing Mr. Mignogna. My policy is to treat opposing counsel precisely as well as they treat me. I'll be happy to enter into a mutual gentleman's agreement to confer on these issues in the future. Personally, I prefer to be reasonable with opposing counsel as that tends to improve the outcome for both sides.

Regarding who goes first, I am not aware of any rule that gives you the right to depose my client first.

That said, I am willing to agree to let you depose Mr. Mignogna first, but only if you agree to not file a motion to dismiss under the TCPA until we've the opportunity to depose your clients. My concern should be obvious – you could depose Mr. Mignogna and immediately file the motion to dismiss, which would trigger the discovery stay.

Please let me know whether this is agreeable to you. If it isn't please provide me with dates that are convenient to depose your client.

--Ty

# Exhibit D

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS



Thursday, May 9, 2019

**Via e-service and email:** [ty@beardandharris.com](mailto:ty@beardandharris.com); [admin@beardandharris.com](mailto:admin@beardandharris.com); [jim@beardandharris.com](mailto:jim@beardandharris.com); [carey@beardandharris.com](mailto:carey@beardandharris.com); [laci.stovall@beardandharris.com](mailto:laci.stovall@beardandharris.com)

Ty Beard, Senior Partner  
Beard Harris Bullock Hughes, Attorneys at Law  
100 Independence Place #300  
Tyler, Texas 75703

Re: Cause No. 141-307474-19; *Victor Mignogna, Plaintiff v. Funimation Productions, LLC, Jamie Marchi, Monica Rial, and Ronald Toye, Defendants*, 141<sup>st</sup> District Court, Tarrant County, Texas

Mr. Beard,

Yesterday, **Wednesday, May 8**, you sent an email and identical fax demanding I immediately respond to various issues by noon today. In doing so, I will necessarily need to correct several misstatements you have made in your correspondence. In that regard, I turn to the following.

**On Thursday, April 25**, I e-served a cover letter and deposition notice (with a request for documents) for Mr. Mignogna's deposition to occur on May 30<sup>th</sup> in your Tyler, Texas office. I explained the reason I included the deposition notice and, at the same time, stated I would work with you to schedule the deposition.

**On Thursday, April 25, 2:57 p.m.**, your email acknowledged receipt of the deposition notice (and request for documents) and stated:

*I received your notices for deposition. I think that May 30 is fine with us; I need to confirm one item though. If you don't hear from me by 8 am tomorrow, assume that we're good. I would also like to depose Monica Rial on 5/31 at your office and Ron on 6/3 at your office. Are those dates good for you and your clients?*

--Ty

**On Friday, April 26, 2019, 5:11 p.m.**, your email stated:

*Hey Casey. I had to deal with a serious emergency so I wasn't able to confirm the deposition dates. Were you able to confirm the proposed dates for your clients?*

--Ty



**On Friday, April 26, 5:26 p.m.**, I responded with:

*When 8 AM came and went I directed my staff to arrange for the court reporter and videographer so they are set up for May 30. If that now needs to change then we need to leave May 31 and June 3 open because your client's depositions will be first before mine. However, I am visiting with the clients to firm up dates for you.*

*But for me to do that, I need your client to commit to May 30 or as close as possible to May 30th.*

**On Thursday, May 2, 7:08 p.m.**, your email stated:

*May 30th is fine for Mr. Mignogna's deposition. We can't do June 3 and 4, so I'll find other dates.*

*--Ty*

**On Friday, May 3**, you unilaterally served depositions notices (and document requests) for my clients and scheduled them to occur on May 15, in your Tyler, Texas office.

**On Friday, May 3, 4:45 p.m.**, I responded with:

*Mr. Beard, I received [sic] the deposition notices just now for Monica Rial and Ron Toye to occur on May 15.*

*Maybe I am confused, but you heard me say we will depose Mr. Mignogna first. And, in your last email, you indicated you were going to review your calendar and advise of other possible dates after June 3 or 4.*

*Now, despite these recent emails to each other, you unilaterally noticed my clients' depositions for May 15, without once asking whether we were available. We are not. I have a deposition that day in a matter pending in Dallas District Court and my clients are not available either.*

*I am also confused why you include the requests for documents knowing you did not allow thirty days to respond. Even if we could appear for deposition on the 15th, which we cannot, I would not provide documents as the requests are untimely and served in violation of the Rules.*

*I would like to continue working with each other and will assume this was an oversight by your office.*

*In that spirit, I kindly ask that you withdraw your notices of depositions. If not, I will file the appropriate motion with the court on Monday.*

**On Friday, May 3, 7:01 p.m.,** your email stated:

*Hey Casey. The subpoena duces tecums (sp?) were indeed inadvertently attached to the notices. Please disregard them.*

*Your complaint about me not contacting you ahead of time is curious since you did not contact me before noticing Mr. Mignogna. My policy is to treat opposing counsel precisely as well as they treat me. I'll be happy to enter into a mutual gentleman's agreement to confer on these issues in the future. Personally, I prefer to be reasonable with opposing counsel as that tends to improve the outcome for both sides.*

*Regarding who goes first, I am not aware of any rule that gives you the right to depose my client first.*

*That said, I am willing to agree to let you depose Mr. Mignogna first, but only if you agree to not file a motion to dismiss under the TCPA until we have the opportunity to depose your clients. My concern should be obvious-you could depose Mr. Mignogna and immediately file the motion to dismiss, which would trigger the discovery stay.*

*Please let me know whether this is agreeable to you. If it isn't please provide me with dates that are convenient to depose your client.*

*--Ty*

**On Tuesday, May 7, 4:08 p.m.,** having not received a response to my request to withdraw the deposition notices, I was forced to file a motion to quash and motion for a protective order, in addition to preparing objections to the forty-four document requests you claimed were mistakenly included. For obvious reasons, without an executed Rule 11 agreement, I cannot rely on your comment to disregard them. Still, in our motion, I requested you provide dates after June 3 or June 4, as indicated in your May 2<sup>nd</sup> email (above).

**On Wednesday, May 8, 2:09 p.m.,** your email stated:

*Casey, five days ago, I asked you to give me availability dates to depose your clients. You have failed to do so. So please provide me with availability dates for two days from May 15 thru May 29, 2019.*

*In the alternative, please advise whether you will agree to a Rule 11 agreement to (a) depose Mr. Mignogna first; and (b) to not file a motion to dismiss under the TCPA until we've the opportunity to depose your clients.*

*Finally, will you agree to a Confidentiality Agreement that in which your clients and Mr. Mignogna will agree to not publicly discuss any of the deposition testimony? I think this is in everyone's best interest, since the matters discussed will be very personal for each deponent.*

*If I don't hear from you by noon tomorrow, I will interpret your silence to mean that you will not provide the availability dates, that you do not agree to the proposed Rule 11 agreement, and that you won't agree to a Confidentiality Agreement. In that case, we will file motions for a protective order and to quash the May 30 deposition of Mr. Mignogna. Please feel free to call me if you think we can work this out.*

*--Ty*

**Failure to confer for depositions**

I believe it is now clear that I did confer with you about your client's availability and you agreed, twice, to the May 30 deposition.

On April 25, I did ask for Mr. Mignogna's deposition on May 30<sup>th</sup>, to occur in your office, and the accompanying document requests were served in compliance with Tex.R.Civ.P. 199.2(b)(5).

That same day, you agreed to this date and said to move forward with scheduling if I did not hear from you by 8 a.m. the following day. Because I did not hear from you, I scheduled the deposition.

The next day you claimed there was an emergency that prevented confirmation and asked for my clients' availability. I advised we should wait for you to confirm a new date and leave May 31 and June 3 open if Mr. Mignogna's deposition needed to be rescheduled. I added that Mr. Mignogna needed to commit to May 30<sup>th</sup>, or a date as close as possible to May 30<sup>th</sup>, before we would know what alternative dates would be open for my clients.

I did not hear from you until May 2, and because the deadline to automatically stay the deposition by motion had passed, understandably assumed May 30 was confirmed. Even so, on May 2, you confirmed May 30 for Mr. Mignogna's deposition and advised June 3 and 4 were not available for you to take my clients' depositions and said you would find new dates. You still have not provided alternative dates after June 3 or 4 on which you want to depose my clients.

The next day, May 3, I received depositions notices for my clients to occur on May 15 in Tyler, Texas. You did not ever mention May 15 as a possible date. The first I heard of this was when I read the deposition notices. After which I informed you, I had a previously scheduled deposition on that day.

Despite failing to confer and knowing of my conflict, you did not withdraw the notices which forced the filing of the motion to quash and protective orders and caused my clients to incur completely unnecessary attorney's fees and expenses.

**Agreement to postpone TCPA motion until Plaintiff has  
“had the opportunity” to depose Defendants**

For obvious reasons, we cannot agree to an open-ended postponement of *our* TCPA filing deadline.

A party “seeking the TCPA’s protections must comply with the[se] requirements.” *Braun v. Gordon*, No. 05-17-00176-CV, 2017 Tex. App. LEXIS 9053, at \*2–3 (Tex. App.—Dallas Sept. 26, 2017, no pet.). A TCPA motion must be filed “not later than the 60th day after the date of service of the legal action.” CPRC § 27.003(b). The court may extend the deadline upon a showing of good cause by the movant. *Id.* There has not yet been an opinion interpreting what is required for good cause under this provision. It is within the trial court’s discretion. *See Schimmel v. McGregor*, 438 S.W.3d 847, 856 (Tex. App. -Houston [1st Dist.] 2014, pet. denied). Open questions also remain about whether the motion-filing deadline (and, presumably, other TCPA deadlines) can be tolled, stayed, or abated by the application of other procedural rules or statutes. *See, e.g., Hearst Newspapers, LLC v. Status Lounge, Inc.*, No. 14-17-00310-CV, 2017 Tex. App. LEXIS 11756, at \*25 (Tex. App.—Houston [14th Dist.] Dec. 19, 2017, no pet.).

Such an agreement is not possible given the strict deadlines in the TCPA and is declined.

**Vic Mignogna’s request for a Confidentiality Agreement**

In all candor, Mr. Mignogna’s request for a confidentiality agreement was surprising. First, the request seems to be a last-minute add on as it wasn’t mentioned before yesterday.

Frankly, I assumed Mr. Mignogna gave considerable thought to any personal privacy concerns before he filed his lawsuit. Regardless, my clients have considered his request and it is declined.

Ty, I took the time to give you a detailed response so that you and I are clear on how we got to this point.

To be certain, I do not believe a motion for protective order could be filed in good faith and not viewed as discovery abuse. My clients have already incurred considerable expense and time to schedule the deposition of your client, which began exactly two weeks ago today.

Even now, considerable time was spent responding to these last-minute antics and erratic proposals with only a few hours’ notice. Hopefully, we can avoid this in the future.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Craig J. Erickson".

# Exhibit E

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS



**BEARD • HARRIS • BULLOCK • HUGHES**  
ATTORNEYS AT LAW

May 9, 2019

Mr. Casey Erick  
Kessler Collins  
2100 Ross Avenue Suite 750  
Dallas, TX 75201

**Via e-service and email**

Re: Cause No. 141-307474-19; Victor Mignogna, Plaintiff v. Funimation Productions, LLC, Jamie Marchi, Monica Rial, and Ronald Toye, Defendants, 141st District Court, Tarrant County, Texas

Casey:

I received your May 9, 2019 letter. You took three pages to obscure your core argument – that you are somehow entitled to depose our client first. Surely, you are aware that no such right exists under Texas law.

Allow me to point out several other misrepresentations in your letter:

1. You claim that you conferred with me. That is flatly untrue. You “unilaterally” noticed Mr. Mignogna without conferring with me. I then contacted you about the dates. Stating “I did confer with you about your client’s availability” is disingenuous. At best.
2. As I’ve noted in previous emails to you, the Texas Rules of Civil Procedure do not give you the right to “go first” with depositions. You can state “you heard me say we will depose Mr. Mignogna first” as many times as you want, but that doesn’t change the Rules.
3. You also have no right to define the date range in which we may depose your clients. It appears that you may have unwisely advised your clients that somehow, they won’t be deposed or required to testify.

**TYLER OFFICE:**  
100 INDEPENDENCE PLACE  
SUITE 101  
TYLER, TEXAS 75703  
O: 903.509.4900

**MARSHALL OFFICE:**  
115 NORTH WELLINGTON  
SUITE 102  
MARSHALL, TEXAS 75670  
O: 903.509.4900

**FRISCO OFFICE:**  
8000 WARREN PARKWAY  
SUITE 202  
FRISCO, TEXAS 75034  
O: 903.509.4900

**WWW.BEARDANDHARRIS.COM**



**BEARD • HARRIS • BULLOCK • HUGHES**  
ATTORNEYS AT LAW

4. You complain at great length about the expense your clients incurred because you were “forced” to file motions to quash and objections to a subpoena that you were already notified to disregard. There was no reason to file your motions Tuesday. All you had to do was pick up the phone and call me. Also the “three day window” ran out on Wednesday, so there was no urgent requirement to file motion and respond to already-withdrawn subpoenas.
5. You complain that I refused to “withdraw” our deposition notices. That is a disingenuous characterization. I asked you (again) for alternate dates to depose your clients. After six days, you continue to refuse to provide those dates. We consider this discovery abuse and will file the appropriate motions and schedule a hearing on our motions and on your motions.
6. You refused to agree to a confidentiality agreement in this case. Thank you for the veiled threat to disclose Mr. Mignogna’s deposition information:

**“Frankly, I assumed Mr. Mignogna gave considerable thought to any personal privacy concerns before he filed his lawsuit. Regardless, my clients have considered his request and it is declined.”**

This statement (and your clients’ 400+ defamatory tweets) will figure prominently in our motions. We will of course, issue trial subpoenas and let your clients explain to the court why they should be allowed to continue to defame Mr. Mignogna.

7. Your lurid characterization of our requests as “last-minute antics and erratic proposals” is ridiculous. You have refused to provide availability dates for your clients for a week now; at some point we’re entitled to demand that you comply with the discovery rules.
8. You’ve also demanded that we provide dates for your own clients’ availability (and after a date that you arbitrarily specified). They aren’t our clients and as noted, you don’t get to decree when we can take depositions.

Casey, you really should stop these pointless - and expensive - games and simply confer with me. This is a waste of the court’s time and your clients’ money.

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**BEARD • HARRIS • BULLOCK • HUGHES**  
ATTORNEYS AT LAW

With Warmest Regards,

*Ty Beard*

Ty Beard

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# Exhibit F

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS

## Jim Bullock

**From:** No-Reply@eFileTexas.gov  
**Sent:** Friday, May 10, 2019 08:12 AM  
**To:** Jim Bullock  
**Subject:** Filing Returned for Envelope Number: 33459588 in Case: 141-307474-19, VICTOR MIGNOGNA VS. FUNIMATION PRODUCTIONS, LLC,ET AL for filing Motion (No Fee)



## Filing Returned

Envelope Number: 33459588  
Case Number: 141-307474-19  
Case Style: VICTOR MIGNOGNA VS.  
FUNIMATION PRODUCTIONS, LLC,ET AL

The filing has been reviewed and returned for correction. **Please refile with the corrections indicated below.** For instructions on how to retain your original file stamp date, consult with your electronic filing service provider or the clerk's office. An electronically filed document is deemed filed when delivered to the electronic filing service provider, unless it is filed on a Saturday, Sunday, or legal holiday (in which case it is deemed filed on the next day that is not a Saturday, Sunday, or legal holiday)—or the document requires a motion and an order permitting the document to be filed.

Return Reason(s) from Clerk's Office	
<b>Court</b>	Tarrant County - District Civil
<b>Returned Reason</b>	<b>Incorrect/Incomplete Info: Please resubmit using information required by Statute</b>
<b>Returned Comments</b>	<b>The cover letter and motion both need a filemark, so please file as lead documents. Please correct and resubmit. Thank you,</b> [REDACTED]

Document Details	
<b>Case Number</b>	141-307474-19
<b>Case Style</b>	VICTOR MIGNOGNA VS. FUNIMATION PRODUCTIONS, LLC,ET AL
<b>Date/Time Submitted</b>	5/9/2019 5:50 PM CST
<b>Filing Type</b>	Motion (No Fee)
<b>Filing Description</b>	Motion to Quash and for Confidentiality & Protective Orders
<b>Activity Requested</b>	EFileAndServe
<b>Filed By</b>	Jim Bullock
<b>Filing Attorney</b>	Jim Bullock

# Exhibit G

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PLAINTIFF'S MOTION TO QUASH AND FOR ENTRY OF CONFIDENTIALITY & PROTECTIVE ORDERS  
EXHIBITS



Friday, May 10, 2019

Via email: [ty@beardandharris.com](mailto:ty@beardandharris.com); [admin@beardandharris.com](mailto:admin@beardandharris.com)

Ty Beard, Senior Partner  
Beard Harris Bullock Hughes, Attorneys at Law  
100 Independence Place #300  
Tyler, Texas 75703

Re: Cause No. 141-307474-19; *Victor Mignogna, Plaintiff v. Funimation Productions, LLC, Jamie Marchi, Monica Rial, and Ronald Toye, Defendants*, 141<sup>st</sup> District Court, Tarrant County, Texas

Mr. Beard,

Ms. Monica Rial and Mr. Ronald Toye are available for their depositions, to occur in my office, on:

June 5  
June 11  
June 12  
June 21  
June 24-28.

Please advise.

Very truly yours,

A handwritten signature in blue ink, which appears to read "Casey S. Erick".

Casey S. Erick