

CAUSE NO. 141-307474-19

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| VICTOR MIGNOGNA, Plaintiff, | § | IN THE DISTRICT COURT |
| | § | |
| | § | |
| v. | § | |
| | § | 141 st JUDICIAL DISTRICT |
| FUNIMATION PRODUCTIONS, LLC, JAMIE MARCHI, MONICA RIAL, AND RONALD TOYE, Defendants | § § § § | TARRANT COUNTY, TEXAS |

**PLAINTIFF'S RESPONSE TO
DEFENDANTS' SPECIAL EXCEPTIONS**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Victor Mignogna responds to Defendants Monica Rial's and Ronald Toye's special exceptions to *Plaintiff's Original Petition* as follows:

1. Defendants' Special Exception to Plaintiff's Defamation Claim

In Paragraph 12 of their May 13, 2019 *Defendants' Original Answer*, Monica and Ronald raised the following special exception:

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.

The Texas Defamation Mitigation Act (Texas Civil Practice & Remedies Code sections 73.051-73.062) requires a plaintiff to make "a timely and sufficient request for a correction, clarification, or retraction from the defendant ... during the period of limitation for commencement of an action for defamation." TEX. CIV. PRAC. & REM. CODE §73.055(a)-(b). Before filing his lawsuit, Vic sent the required request to both Monica and Ronald on April 12, 2019 complaining about tweets they published between January-April 2019. Exhibit A (April 30, 2019 letter from Casey S. Erick to Ty Beard, attached hereto and

incorporated by reference, acknowledging receipt of the TDMA letters and attaching copies). Vic's requests coincide with the tweets and publication timeline (*i.e.*, January-April 2019) identified in his petition. *Plaintiff's Original Petition* at ¶¶15-17, 19-20, 23-28, 30-35. Since the statute of limitation for defamation is one year from the date of publication, TEX. CIV. PRAC. & REM. CODE §16.002, a TDMA request for retraction sent within 90 days (at the latest) of publication would be within the "period of limitation for commencement of an action for defamation." Moreover, Vic specifically alleged that all conditions precedent to his claims (*e.g.*, the request for retraction under the TDMA) had been performed or occurred. *Plaintiff's Original Petition* at ¶36. Hence, Monica's and Ronald's special exception in paragraph 12 of their *Defendants' Original Answer* lacks any basis in law or fact.¹

Nonetheless, to be abundantly clear, Vic has amended his petition to specifically allege the required TDMA request was sent to both Monica and Ronald on April 12, 2019 complaining about tweets they published between January-April 2019. *Plaintiff's Amended Petition* at ¶36. Accordingly, Monica's and Ronald's special exception in paragraph 12 of their *Defendants' Original Answer* is moot.

2. Defendants' General Special Exception to Plaintiff's Other Claims

In Paragraph 13 of their May 13, 2019 *Defendants' Original Answer*, Monica and Ronald raised the following special exception:

¹ Even if Monica and Ronald believe they must specially except as a condition to claiming Vic's claims are barred by limitations, *see Tullis v. Georgia-Pacific Corp.*, 45 S.W.3d 118, 128 (Tex. App.—Fort Worth 2000, no pet.) (defendant seeking dismissal based on statute of limitations must first file a special exception giving the plaintiff an opportunity to respond), CPRC §73.055 is not a basis for dismissal. *Hardy v. Communication Workers of America Local 6215 AFL-CIO*, 536 S.W.3d 38, 48 (Tex. App.—Dallas 2017, pet. denied). Rather, if Monica and Ronald thought that Vic's request did not incorporate all tweets for which he is suing them, they should have filed a motion to declare the April 12, 2019 request insufficient or untimely by the 60th day after service of the claim. TEX. CIV. PRAC. & REM. CODE §73.058(c). Since they were served on April 19, 2019 (Exhibit B, April 19, 2011 Rule 11 Agreement attached hereto and incorporated herein by reference), Monica and Ronald had to file such motion by June 18, 2019. They did not.

13. Defendants specially except [to] 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.

A special exception must point out intelligibly and with particularity the defect, omission, obscurity, duplicity, generality, or other insufficiency in the allegations. TEX. R. CIV. P. 91. General allegations that a petition is vague or indefinite is not sufficient to identify the defect but rather a prohibited general demurrer that should be overruled. Chambers v. American Hallmark Insurance Co. of Texas, 465 S.W.3d 389, 398 (Tex. App.—Corpus Christi 2015, no pet.). Here, Monica and Ronald merely allege that Sections VI, B-E, of Vic's petition are "general, vague and unclear"; this is simply a general demurrer that should be overruled.

Nevertheless, in his petition, Vic pointed out several of the contracts and relationships he enjoyed with conventions and how they were affected by Monica's and Ronald's actions. *Plaintiff's Original Petition* at ¶¶20, 22-27. Later, incorporating prior paragraphs by reference, he alleged that Monica and Ronald willfully and intentionally interfered with these contracts, unlawfully prevented others from fruition, and conspired to accomplish these ends unlawfully. *Id.*, at ¶¶40-48. These allegations give anyone reading Vic's petition a good idea of what he intends to prove.

Furthermore, a petition is sufficient if it gives fair and adequate notice of the facts upon which the pleader bases his claim; the key inquiry is whether the opposing party can ascertain the nature and basic issues of the controversy and what testimony will be relevant. DeRoek v. DHM Ventures, LLC, 556 S.W.3d 831, 835 (Tex. 2018), reh'g denied (Oct. 19, 2018) (internal citations omitted). Despite claiming that Vic's allegations "are so general, vague and unclear, they fail to apprise [Monica and Ronald] of what [Vic] expects to

prove,” Monica and Ronald were able to plead 25 affirmative defenses in response. Their numerous affirmative defenses belie an argument that Vic’s allegations are general, vague and unclear, and the Court should overrule the special exception in paragraph 13 of their May 13, 2019 *Defendants’ Original Answer*.

3. Defendants’ Special Exception to Plaintiff’s Claim for Damages

In Paragraph 14 of their May 13, 2019 *Defendants’ Original Answer*, Monica and Ronald raised the following special exception:

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.

The Texas Rules of Civil Procedure state that “upon special exception the court shall require the pleader to amend so as to specify the maximum amount claimed.” TEX. R. CIV. P. 47. Rather than waste the Court’s time on an easily resolved issue, Vic has amended his petition to state the maximum amount claimed. *Plaintiff’s Amended Petition* at ¶7. Thus, the special exception raised in paragraph 14 of Monica’s and Ronald’s *Defendants’ Original Answer* is moot.

4. Defendants’ Special Exception to Plaintiff’s Claim for Tortious Interference with Existing Contracts

In Paragraph 15 of their May 13, 2019 *Defendants’ Original Answer*, Monica and Ronald raised the following special exception:

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.

The elements for a claim of tortious interference with an existing contract are (1) the existence of a contract subject to interference, (2) willful and intentional interference, (3) the willful and intentional interference caused damage, and (4) actual damage or loss occurred. Exxon Mobil Corp. v. Rincones, 520 S.W.3d 572, 588 (Tex. 2017). Accordingly, Vic incorporated his factual allegations by reference and then pled each of these elements:

Vic enjoyed contracts with multiple conventions prior to the Defendants' tortious conduct. However, the Defendants willfully and intentionally interfered with these contracts proximately causing cancellation, termination, even breach, of these contracts by the convention producers thereby causing Vic actual and consequential damages in excess of the minimal jurisdictional amounts of this Court.

Plaintiff's Original Petition, at ¶¶40-41.

Notably, the elements of this claim do not specifically include a defendant's knowledge of the contracts, Exxon Mobil Corp., 520 S.W.3d at 588, though (presumably) the defendant's knowledge and intent are implied by (if not definitively included in) an allegation that the defendant acted "willfully and intentionally."² Nevertheless, to be abundantly clear, Vic has amended his petition to specifically plead that Defendants knew of the contracts with which they interfered. *Plaintiff's Amended Petition* at ¶42. Thus, the special exception raised in paragraph 15 of Monica's and Ronald's *Defendants' Original Answer* is moot.

5. Defendants' Special Exception to Plaintiff's Claim for Tortious Interference with Prospective Contracts

In Paragraph 16 of their May 13, 2019 *Defendants' Original Answer*, Monica and Ronald raised the following special exception:

² See BLACK'S LAW DICTIONARY (11th ed. 2019) definitions of "intentional" (the quality, state, or condition of being set to do something) and "willful" (voluntary, intentional, involving conscious wrong).

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

The elements for a claim of tortious interference with a prospective contract are (1) there was a reasonable probability that the plaintiff would have entered into a business relationship with a third party, (2) the defendant either acted with a conscious desire to prevent the relationship from occurring or knew the interference was certain or substantially certain to occur as a result of the conduct, (3) the defendant's conduct was independently tortious or unlawful, (4) the interference proximately caused the plaintiff injury, and (5) the plaintiff suffered actual damage or loss as a result. Coinmach Corp. v. Aspenwood Apartment Corp., 417 S.W.3d 909, 923 (Tex. 2013). Accordingly, Vic's claim incorporated the factual allegations by reference and included each of these elements:

There was reasonable probability that Vic would have entered into agreements with other production companies and conventions; however, the Defendants' unlawful actions prevented these relationships from occurring. The Defendants' unlawful actions were taken without justification or cause; indeed, the Defendants were motivated by malice. The Defendants' tortious interference proximately caused Vic actual and consequential damages, including lost profits, in excess of the minimal jurisdictional amounts of this Court. The Defendants' conduct was willful, fraudulent, malicious and in wanton disregard for Vic thereby entitling him to punitive damages in an amount to be determined at trial.

Plaintiff's Original Petition, at ¶¶43-45.

While, presumably, accusing Defendants of acting willfully, intentionally and maliciously means Vic alleged that they knew about the relationships and their interference was more than incidental,³ nevertheless, to be abundantly clear, Vic has amended his

³ See BLACK'S LAW DICTIONARY (11th ed. 2019) definitions of "malice" (intent, without justification or excuse, to commit a wrongful act); *supra* at footnote 2.

petition to specifically plead that Defendants knew of these relationships, that their conduct was independently tortious, and that their actions were not merely an incidental result but were unlawful. *Plaintiff's Amended Petition* at ¶45. Thus, the special exception raised in paragraph 16 of Monica's and Ronald's *Defendants' Original Answer* is therefore moot.

6. Defendants' Special Exception to Plaintiff's Claim of Civil Conspiracy

In Paragraph 17 of their May 13, 2019 *Defendants' Original Answer*, Monica and Ronald raised the following special exception:

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 or course of action, and how this proximately caused Plaintiffs damages.

The elements for a claim of civil conspiracy are (1) a combination of two or more persons seeking to accomplish an object or course of action, (2) the persons reach a meeting of the minds on the object or course of action, (3) one or more unlawful, overt acts are taken in pursuance of the object or course of action, and (4) damages occur as a proximate result. *First United Pentecostal Church of Beaumont v. Parker*, 514 S.W.3d 214, 222 (Tex. 2017).

Vic's petition alleged:

The Defendants conspired and acted in concert to defame Vic, interfere with his existing contracts, and interfere with his prospective business relations, and each knowingly assisted and participated in the other's actions. The Defendants' civil conspiracy proximately caused Vic actual and consequential damages, including lost profits, in excess of the minimal jurisdictional amounts of this Court for which each of the Defendants is jointly and severally liable with the other Defendants. The Defendants' conduct was willful, fraudulent, malicious and in wanton disregard for Vic thereby entitling him to punitive damages in an amount to be determined at trial for which each of the Defendants is jointly and severally liable with the other Defendants.

Kristina@beardandharris.com
Jim@beardandharris.com

Attorneys for Plaintiff

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: July 12, 2019

Exhibit A



Tuesday, April 30, 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*, 141st District Court, Tarrant County, Texas

Mr. Beard,

I write regarding Plaintiff's April 12, 2019 requests for correction, clarification, or retraction made under Texas Civil Practice & Remedies Code (CPRC) §§73.052 and served on Defendants Monica Rial and Ronald Toye. For ease of reference, I attach copies of the letters as exhibits A and B and incorporate them here in their entirety. You are already in possession of the supporting documents, so they are not included with this letter.

Be advised that, in accordance with CPRC §73.056, Defendants ask that Plaintiff provide reasonably available information regarding the falsity of the alleged defamatory statements, cited in exhibits A and B, not later than the 30th day after receipt of this request.

I look forward to hearing from you.

Very truly yours,

A handwritten signature in blue ink that reads "Casey S. Erick". The signature is written in a cursive style with a long, sweeping underline.

Casey S. Erick



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April 12, 2019

**VIA Certified Mail (7017 1450 0000 6520 0442) and Email
(monicarial@yahoo.com)**

Monica Rial
614 Ridgedale Drive
Richardson, Texas 75080-5614

RE: Vic Mignogna; Request for correction, clarification, or retraction pursuant to Texas Civil Practice & Remedies Code (“CPRC”) §§73.052 et seq.

Dear Ms. Rial:

As you are aware, my firm, Beard Harris Bullock Hughes, has been retained to represent Mr. Vic Mignogna regarding false, misleading and unsubstantiated statements about him represented as fact. This is a demand specifically relating to the publication of status posts and “tweets” via your personal social media accounts including @rontoye containing statements that defame Mr. Mignogna.

The bullet list below sets forth examples of your online statements that defame Mr. Mignogna.

- The Twitter statement on February 6, 2019, “Dropping in to say this: stop harassing my friends and colleagues. You want the truth? IT HAPPENED TO ME! I had hoped it wouldn’t come to this but here we are. I don’t owe you anything but if it’ll stop it from happening to someone else, then so be it.” This statement is defamatory and false because a mutual consensual kiss twelve years ago is not assault or sexual assault pursuant to Texas law. Your statement that “it happened to

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me” implies that Mr. Mignogna committed a heinous crime against you and would do the same to others.

- The Twitter statement on February 6, 2019 at 2:38 p.m. where you stated, “Also, for all those “go to the cops” folks: I thought it was a one-time occurrence with someone who had always been creepy with me. I chose to forgive him. Even though he did not ask for forgiveness.” This is defamatory and false because using these types of terms to describe a person implies, they are a criminal and/or have engaged in criminal activity. Your behavior toward Mr. Mignogna on multiple videos belies your false assertion that he had always been creepy with you.
- The Twitter statement on February 6, 2019 where you stated “It wasn’t until several of my dear friends came forward with similar stories recently that I realized that this happens regularly. And just so we’re clear: you can be fired from a job for inappropriate behavior without ever having charges brought against you.” This statement is defamatory and false because your allegations that Mr. Mignogna “assaulted” people regularly is not from personal knowledge or from you witnessing any such actions on the part of Mr. Mignogna. Furthermore, you insinuate that he committed crimes against not only yourself but other people without said actual knowledge.
- The Twitter statement on February 6, 2019 at 2:43 p.m. in which you stated, “I’m only one voice on a sea of many. You may never hear the other stories. Those women don’t owe you anything. I’m being so vocal because I don’t want this to happen to another woman. He’s hurt enough people. He’s a sick man and he needs help. I hope he’ll come to realize that.” This statement is defamatory and false because Mr. Mignogna, did not hurt multiple people as implied, is not a sick man nor does he need help and in addition, you did not observe any alleged assault personally. In addition, your statement implies that he is a deranged, criminally psychotic individual who needs serious psychological help. Just so we are clear: You are not a psychologist and do not have the requisite knowledge to comment

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upon someone's mental health, thus your statement is not only defamatory but malicious.

- On February 11, 2019 on Twitter you stated in reply to the Funimation tweet, "There were multiple investigations with testimony, proof, evidence. Companies don't cut ties without those things. However, that information is classified. I am one of dozens of men and women who participated." This is defamatory and false because you leaked classified information by stating there were multiple investigations and dozens of men and women involved. You implied that Mr. Mignogna was assaulting many people without witnessing any of the alleged incidents and also implied that he was engaged in multiple acts of criminal behavior. Furthermore, you spoke for Funimation which has placed Funimation in jeopardy of liability for your actions because you voicing what occurred at Funimation makes it appear that you are an agent or vice-principal of Funimation. This statement also appears to validate the "investigations" when you know that was not the case. The true finder of fact is a court not an internal investigation by an employer where people gang up on one person. You also falsely stated that Mr. Mignogna engaged in inappropriate behavior which is why he was fired. Funimation has never stated the reason for choosing to discontinue working with Mr. Mignogna, thus, your statement is defamatory.
- On February 11, 2019 at 8:09 p.m. stating, "And just so we are clear, he's the legal definition of harassment: Harassment is governed by state laws, but is generally defined as a course of conduct which annoys, threatens, intimidates, alarms, or puts a person in fear of their safety." This is clearly a defamatory and false statement. To state that Mr. Mignogna is the "legal definition of harassment" implies that he has engaged in criminal activity and behavior. This is not the character or reputation of Mr. Mignogna and therefore, is false.
- On February 19, 2019 at 5:15 p.m. you tweeted a lengthy post telling, "Your story." This post is attached because of the length of this post. You indicated that

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the studios had stopped working with Mr. Mignogna because he was difficult to work with. However, this is a false assertion and defamatory because Mr. Mignogna was working on a second season of shows at both Roosterteeth and Funimation. Furthermore, he was the voice of the title character in Dragon Ball Z: Super Broly, one of the highest grossing anime movies of all time. This does not appear to show that the studios had stopped working with Mr. Mignogna. The tale of being grabbed and kissed is defamatory and false because any type of contact between you and Mr. Mignogna was consensual. You state falsely that you distanced yourself from Mr. Mignogna after that incident, yet there are multiple pictures and videos of you hugging and speaking highly of Mr. Mignogna for a dozen years or more. As stated previously, your assertion about colleagues and convention attendees is defamatory because you did not witness a single interaction between Mr. Mignogna and any of these people. You further go on to validate the investigation by Funimation, apparently breaching a confidentiality agreement in the process, by indicating the investigations were incredibly thorough. Interviewing a few employees and asking Mr. Mignogna three to four questions is not a valid investigation nor is it in keeping with due process. You have misled the public into thinking that Mr. Mignogna engaged in criminal behavior on the job which is defamatory. Finally, you indicated you did not want Mr. Mignogna labeled a “predator” for life, thus implying that it was okay to label him as a predator currently, which is beyond false and blatantly defamatory.

- On February 11, 2019 at 5:51 p.m., you tweeted, “If your talking about Vic, I didn’t ruin him His actions were his downfall.” Mignogna, Your statement is defamatory because you imply his action are criminal and should cause his downfall.

These specific statements published by you are defamatory because they allege that Mr. Mignogna has committed sexual assault and is a sexual predator, and they go so far as to endorse these allegations as being based on truth, even

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though no inquiry was ever made into the truth or falsity of those allegations in a forum designed to seek the truth. This campaign that you are championing against Mr. Mignogna has resulted in loss of employment by Mr. Mignogna and Mr. Mignogna having numerous conventions cancel convention appearances by Mr. Mignogna.

Demand is made that you immediately cease disparaging and defaming Mr. Mignogna to anyone in any manner. Further, demand is hereby made that you immediately remove any defamatory or disparaging comments posted anywhere on the internet, including Twitter, Facebook, the ANN website, Tumblr, and YouTube to include all Twitter posts attached to this letter. Demand is further made that you publish a retraction of these defamatory statements.

Please be aware that Mr. Mignogna takes this matter very seriously and failure to immediately comply with this demand will result in a lawsuit. Mr. Mignogna will use any and all means available to him under the law and/or in equity to protect his rights. This includes, but is not limited to, seeking the recovery of actual monetary damages and punitive damages suffered as result of the canceled conventions, contracts, future contracts and the loss of earnings. Based upon what currently exists, we believe that Mr. Mignogna has claims against you individually for defamation, defamation per se, tortious interference with contract, business disparagement, and intentional infliction of emotional distress.

You are under a continuing obligation to preserve the requested data related to Vic Mignogna that exists or may come into existence after the date of this letter.

Thank you for your attention to this matter. Please confirm receipt of this notice and intention to comply. If you have any questions or concerns regarding anything contained in this letter, please feel free to contact myself or Beard, Harris, Bullock & Hughes.

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Sincerely,

Ty Beard

Cc: Client

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April 12, 2019

**VIA Certified Mail (7017 1450 0000 6520 0459) and Email
(rontoye3@yahoo.com)**

Ronald Toye, III
614 Ridgedale Drive
Richardson, Texas 75080-5614

RE: Vic Mignogna; Request for correction, clarification, or retraction pursuant to Texas Civil Practice & Remedies Code (“CPRC”) §§73.052 et seq.

Dear Mr. Toye:

As you are aware, my firm, Beard Harris Bullock Hughes, has been retained to represent Mr. Vic Mignogna regarding false, misleading and unsubstantiated statements about him represented as fact. This is a demand specifically relating to the publication of status posts and “tweets” via your personal social media accounts including @rontoye containing statements that defame Mr. Mignogna.

The bullet list below sets forth examples of your online statements that defame Mr. Mignogna. However, this list is not a complete list as there are over 350 plus tweets you have made about Vic Mignogna and/or the false allegations being made. Attached to this letter is each Tweet you have posted since January 23, 2019 mentioning or referencing Mr. Mignogna directly in a defamatory, malicious and or threatening manner.

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- The Twitter statement on January 24, 2019, "I can't speak to all the accounts of people who have come forward with their personal experiences with Vic, but I know with 100% certainty that he assaulted 4 people I love. I am sorry to all the people he has hurt, and I stand with the victims." This is defamatory and false because you did not personally witness a single account you claim occurred.

- The Twitter statements on January 25, 2019 where you inferred Vic Mignogna is a "sociopath" and that "he was the personification of evil." This is defamatory because using these types of terms to describe a person implies, they are a criminal and/or have engaged in extreme criminal activity.

- The Twitter statements on January 26, 2019 where you inferred Vic Mignogna had committed sexual assault for almost 20 years" and where you stated, "you are backing a predator." These statements are defamatory because you have zero first-

hand knowledge of what has occurred in Mr. Mignogna's life for 20 years and further, the insinuation that Mr. Mignogna is a predator likens him to the worst criminal in society and is false.

- The Twitter statement on February 1, 2019 "He is guilty of at least 4 accounts that I know of personally." This statement is defamatory because Mr. Mignogna has not been declared guilty by any court anywhere and in addition, you did not observe any alleged assault personally.

- The Twitter statements on February 4, 2019 where you called Mr. Mignogna "a perp" and stated as fact that there are "over 100 accounts and still more to come and you defend this sack of shit?" along with stating "You are defending a predator" are defamatory due to lack of actual personal knowledge along with the fact that you are indicating that Mr. Mignogna has engaged in nefarious criminal behavior and activity.

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- The Twitter statement on February 5, 2019 stating, “he is a predator.” This statement is defamatory because stating that Mr. Mignogna is a predator likens him to some of the worst criminals in society and is false.
- The Twitter statements on February 6, 2019 where you stated, “You are siding with a man accused of over 100 accounts of assault” and “great dude is not the designation a person gets when he has been accused for the better part of two decades of being a predator” along with, you stating, “if he is innocent, where is he? He hasn’t responded to me once! He hasn’t apologized to 1 person. He apologized to a room full of his fans not his accusers” is defamatory. You further went on to state, “Also, he literally said he wasn’t innocent on the damn video” and that Mr. Mignogna “calls his fans dumb” and proceeded to call him “a predator” again. The most heinous is when you insinuated that Vic Mignogna is “a rapist.” These statements are defamatory because, outside of them all being 100% false, they indicate Mr. Mignogna engaged in criminal activity and behavior.
- The Twitter statement on February 7, 2019 where you state that Mr. Mignogna has “100s if not 1000s of claims against him.” This statement is defamatory because there have not been 100s and especially not 1000s of claims made against Mr. Mignogna, Your statement repeatedly throughout the over 350 plus tweets about 100s and 1000s of accounts is blatantly false.
- The Twitter statement on February 9, 2019 where you stated, “If he was innocent why would he be fired?” and then went on to speak on behalf of the studios by stating, “Studios did internal investigations and that’s why he is getting fired” is clearly defamatory and actually places these studios in a precarious position because you are appearing to be an agent or vice-principal on their behalf. You also called him “a predator” more than once in your multiple Twitter statements on this

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day. You stated emphatically, “He admits he is guilty.” The most egregious statement made by you is “he sexually assaulted Monica, her friends and countless fans.” As above, your statements are patently false and accuse Mr. Mignogna of criminal behavior. Texas law is unequivocally clear about the definition of sexual assault and it is not what you have repeated multiple times in the over 350 plus Twitter statements you have made. There has never been a criminal action against Mr. Mignogna brought by any person in over 20 years in the anime industry, of which you are fully aware so to state with authority that Mr. Mignogna sexually assaulted Monica, her friends and countless fans is not only defamatory, false and malicious, but maligns and insults every single woman who has actually been sexually assaulted.

- On February 10, 2019 you stated, “he did ask them in the beginning to go after his detractors.” At 7:05 p.m. on this same day, the Twitter statement was “now he might be in court and now he might have a criminal record.” At 8:01 p.m. you stated, “My emotions were effected by the physical abuse 😞.” Mr. Mignogna did not ever encourage his fans to go after a single person, thus your statement is false and thereby defamatory in nature. Furthermore, stating Mr. Mignogna will have a criminal record after taking you to court is just ridiculous in addition to being false. Civil and criminal courts are very different. The statement that Mr. Mignogna physically abused a single person is false as well.
- On February 13, 2019 at 11:47 a.m. the Twitter post was “Evidence: He has been fired, there was an investigation...these actions have corroborated testimony.” Yet another defamatory statement on your part due to the falsity of this statement and placing Funimation in jeopardy for you releasing results of an internal, private investigation and stating something you had no personal knowledge regarding, yet you know about the testimony provided in the investigation?

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- On February 15, 2019 at 10:13 a.m. and 10:15 a.m. you tweeted, “Vic admits he wronged women multiple times and he says with his own words he messed up”. Mr. Mignogna has not ever admitted to wronging women multiple times in any format nor is saying he messed up an admission of guilt, thus, your statement is defamatory and false.
- On February 16, 2019 at 8:53 a.m. you tweeted, “let’s see who walks away a registered sex offender.” Not only is this statement false and defamatory, but as has occurred multiple times in your multiple statements, you are indicating that Mr. Mignogna is a criminal engaged in criminal behavior. At 9:03 a.m. you indicate that Mr. Mignogna is “intimidating people.” Yet another false and defamatory statement, because Mr. Mignogna was not engaged with social media during this time. Furthermore, you are indicating falsely that Mr. Mignogna is engaged in obstruction of justice by stating that he intimidated people, which would be criminal activity and behavior. At 9:30 a.m. you stated, “That’s why he is fired from every major studio.” Funimation and Roosterteeth are not the only studios in the anime business in the world, thus, your statement is blatantly false and thereby defamatory. At 9:57 a.m. you stated, “What do you think his lawyers would think knowing he has admitted his guilt on multiple occasions?” Mr. Mignogna has not ever admitted guilt, much less on multiple occasions, thus, this statement is defamatory and false.
- On February 19, 2019 at 8:31 a.m. you stated, “She [Monica] did nothing wrong. That Fucking piece of shit did.” This statement is defamatory and false because Mr. Mignogna is not a piece of shit (that is another name for feces, thus it is impossible for him to be a “piece of shit”) nor did he commit any crime as alleged.
- On February 21, 2019 you accuse Mr. Mignogna of “stealing fans money.” This statement is false and defamatory for the simple fact that Mr. Mignogna has

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not taken any money from his fans. This also implies that Mr. Mignogna is engaged in criminal activity, i.e. theft and/or embezzlement.

- On February 23, 2019 at 1:33 a.m. you stated, “sad that he cheats on his fiancé’, assaults ladies, robs fans, and is treated as someone with great morals.” This is false and defamatory because Mr. Mignogna has not robbed his fans and in fact, has morals to the point that he has not cursed or threatened anyone throughout this situation unlike yourself. Insinuating that he has committed additional criminal acts, i.e. robbing his fans, is false as well. At 4:37 p.m. you stated, “There are assaults the public isn’t aware of and those were the actual ones that got him fired.” This is false and defamatory. You were not an eyewitness to any of these alleged assaults nor were you part of the investigation so statements about the investigation would clearly be false and defamatory.
- On April 7, 2019 at 2:56 p.m. you stated on Twitter, “He didn’t limit his assaults to the state of Texas. He forced himself on people in a sexual manner without consent and that resulted in assault.” Once again, this statement is false and defamatory because you state that Mr. Mignogna has committed crimes in multiple states and you further defame Mr. Mignogna with the last part of the statement by making it seem that he behaved without consent and that his behavior was sexual in nature and thus, he committed assault. Therefore, you are stating that Mr. Mignogna committed a crime [assault].

These specific statements along with the countless statements [attached with this letter] published by you are defamatory because they allege that Mr. Mignogna has committed sexual assault and is a sexual predator, and they go so far as to endorse these allegations as being based on truth, even though no inquiry was ever made into the truth or falsity of those allegations in a forum designed to seek the truth. This campaign that you are championing against Mr. Mignogna has resulted in loss of employment by Mr. Mignogna and Mr. Mignogna having numerous conventions cancel convention appearances by Mr. Mignogna.

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Demand is made that you immediately cease disparaging and defaming Mr. Mignogna to anyone in any manner. Further, demand is hereby made that you immediately remove any defamatory or disparaging comments posted anywhere on the internet, including Twitter, Facebook, the ANN website, Tumblr, and YouTube to include all Twitter posts attached to this letter. Demand is further made that you publish a retraction of these defamatory statements.

Please be aware that Mr. Mignogna takes this matter very seriously and failure to immediately comply with this demand will result in a lawsuit. Mr. Mignogna will use any and all means available to him under the law and/or in equity to protect his rights. This includes, but is not limited to, seeking the recovery of actual monetary damages and punitive damages suffered as result of the canceled conventions, contracts, future contracts and the loss of earnings. Based upon what currently exists, we believe that Mr. Mignogna has claims against you individually for defamation, defamation per se, tortious interference with contract, business disparagement, and intentional infliction of emotional distress.

You are under a continuing obligation to preserve the requested data related to Vic Mignogna that exists or may come into existence after the date of this letter.

Thank you for your attention to this matter. Please confirm receipt of this notice and intention to comply. If you have any questions or concerns regarding anything contained in this letter, please feel free to contact myself or Beard, Harris, Bullock & Hughes.

Sincerely,

Ty Beard

Cc: Client

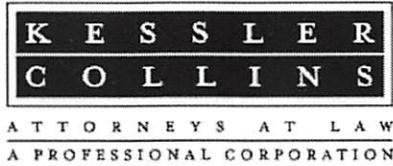
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Exhibit B



Friday, April 19, 2019

Via email: ty@beardandharris.com; 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*, 141st District Court, Tarrant County, Texas

Mr. Beard,

Thank you for the courtesy copy of the Plaintiff's Original Petition and Discovery.

Under Rule 11 of the Texas Rules of Civil Procedure, this will confirm our agreement that I am authorized and do accept service of the petition and discovery on behalf of Ms. Monica Rial and Mr. Ronald Toye.

Defendants' response or answer to Plaintiff's Original Petition shall be due on or before **May 13, 2019**, and Defendants' responses/answers to Plaintiff's Request for Disclosure, Requests for Production and Interrogatories shall be due on or before **June 10, 2019**.

If this accurately reflects our agreement, then please sign where indicated below. If this does not accurately reflect our agreement, please contact me at 214-379-0732 to discuss.

I look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Craig J. Erick", is written above a horizontal line.

AGREED:

A handwritten signature in blue ink, appearing to read "Ty Beard", is written above a horizontal line.

Ty Beard *Attorney for Plaintiff, Vic Mignogna*