

CAUSE NO. 141-307474-19

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

**DEFENDANTS MONICA RIAL AND RONALD TOYE’S
SUPPLEMENT TO MOTION TO DISMISS**

Pursuant to Texas Civil Practice and Remedies Code §§ 27.001, *et seq.*, Defendants Monica Rial and Ronald Toye (“Moving Defendants”) hereby file this Supplement to their Motion to Dismiss Pursuant to the Texas Citizens Participation Act filed on July 19, 2019 (“Motion to Dismiss”). In support thereof, Moving Defendants state as follows:

**I.
SUPPLEMENTAL RELEVANT FACTUAL BACKGROUND**

Moving Defendants incorporate and adopt their Motion to Dismiss as if included in its entirety. Moving Defendants supplement their Relevant Factual Background to include the following.

A. At a Convention in 2015, Mignogna Attempted to Lure Two Sisters to his Hotel Room for Sex (Supplement to Section II.F of the Motion to Dismiss).

Elizabeth and Theresa Yost (“Yosts”) met Mignogna in 2013 when both of the Yosts were 19 years old.¹ Over the years, Mignogna emailed with the young women, and gave them his

¹ Affidavit of Elizabeth Yost (“E. Yost Aff.”) (Ex. T) ¶ 2; Affidavit of Theresa Yost (“T. Yost Aff.”) (Ex. U) ¶ 2.

personal cell phone number.² For their part, the Yosts appreciated the attention Mignogna provided them, since it was surprising that a famous voice actor remembered them from convention to convention, and made time to talk with them.³

On July 11, 2015, at Anime Blues Con, an annual anime convention held in Memphis, Tennessee, Mignogna sent a text to the Yost sisters, asking them to meet him in his hotel room because he had grown weary of dealing with fans and autographs.⁴ The Yosts agreed, not perceiving any ulterior motives, and believing other voice actors would be present.⁵

After an exchange of pleasantries, the topic turned to where the other voice actors were.⁶ Mignogna explained they were at a public “strip tease” show that he considered disgusting.⁷ But then Mignogna told them he wanted them to strip for him.⁸ The Yosts were shocked, but Mignogna pressed forward, telling the young women that he intended to have sex with both of them that night.⁹ Despite their discomfort, he then asked to kiss them on the lips.¹⁰ The Yosts rebuffed him, explaining that they did not expect this from a man thirty years their senior, and supposedly a Christian man engaged to be married to Michele Specht.¹¹ The sisters’ refusal, and mention of his age and engagement, threw Mignogna into a rage.¹² By this time both women were fearful for their safety.¹³

² E. Yost Aff. at ¶ 6; T. Yost Aff. at ¶ 6.

³ E. Yost Aff. at ¶¶ 3,5-6; T. Yost Aff. at ¶¶ 3, 5-6.

⁴ E. Yost Aff. at ¶ 7; T. Yost Aff. at ¶ 7.

⁵ E. Yost. Aff. at ¶ 8.

⁶ E. Yost Aff. at ¶ 9; T. Yost Aff. at ¶ 8.

⁷ E. Yost Aff. at ¶ 9; T. Yost Aff. at ¶ 8.

⁸ E. Yost Aff. at ¶ 9; T. Yost Aff. at ¶ 8.

⁹ E. Yost Aff. at ¶ 10; T. Yost Aff. at ¶ 9.

¹⁰ E. Yost Aff. at ¶ 11.

¹¹ E. Yost Aff. at ¶¶ 10-12; T. Yost Aff. at ¶¶ 9-10.

¹² E. Yost Aff. at ¶ 11; T. Yost Aff. at ¶ 10.

¹³ E. Yost Aff. at ¶ 13; T. Yost Aff. at ¶ 11.

Frustrated and angry, Mignogna finally let the Yosts leave, but he tried one last time to coax them into sex.¹⁴ Before he let them leave, Mignogna ignored the tears and prior rejections, grabbed each woman by the face with both of his hands, and forcibly kissed each of them on the lips.¹⁵ Neither woman consented to this, and both were understandably shocked, frightened, and embarrassed.¹⁶ The Yosts agreed between themselves to never speak of what Mignogna had done to them because they felt ashamed.¹⁷

But in January 2019, as the firestorm of criticism burned online, they finally shared their story with Tammi Denbow and the Moving Defendants.¹⁸

B. Conventions Cancel Mignogna’s Appearances without any Influence from the Moving Defendants (Supplement to Section II.H of the Motion to Dismiss).

On January 30, 2019, Anime Milwaukee announced that it had reached a mutual agreement to cancel Mignogna’s previously announced appearance.¹⁹ Anime Milwaukee’s decision was not influenced by conduct or communications of Moving Defendants.²⁰

Kami-Con is an annual convention held in Birmingham, Alabama.²¹ On January 31, 2019, Kami-Con chose to cancel its previous invitation to Mignogna.²² Kami-Con’s decision was not influenced by conduct or communications of Moving Defendants.²³

¹⁴ E. Yost Aff. at ¶ 13; T. Yost Aff. at ¶ 11.

¹⁵ E. Yost Aff. at ¶ 13; T. Yost Aff. at ¶ 11.

¹⁶ E. Yost Aff. at ¶ 13; T. Yost Aff. at ¶ 11.

¹⁷ E. Yost Aff. at ¶ 14; T. Yost Aff. at ¶ 12.

¹⁸ E. Yost Aff. at ¶ 18; T. Yost Aff. at ¶ 15.

¹⁹ Affidavit of Amanda McManus (“McManus Aff.”) (Ex. V) ¶ 2.

²⁰ McManus Aff. at ¶ 4.

²¹ Affidavit of Raymond Lenzner (“Lenzner Aff.”) (Ex. W) ¶ 1.

²² Lenzner Aff. at ¶ 3.

²³ Lenzner Aff. at ¶ 4.

II. SUPPLEMENTAL ARGUMENT AND AUTHORITIES

A. **Moving Defendants are Immune from Claims Based on Alleged “Retweeting” Pursuant to the Communications Decency Act (Supplement to Section III of the Motion to Dismiss).**

Paragraphs 15-16 of the Petition assert that Moving Defendants defamed Plaintiff by retweeting posts created by other Twitter users.²⁴ Pursuant to the Communications Decency Act (“CDA”), Moving Defendants are immune from any assertions that they committed defamation or other torts by retweeting statements created by any other person through Twitter.

Section 230(c)(1) of the CDA provides that: “No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another content provider.”²⁵ Where the CDA applies, republication of defamation is not a viable claim, even under state-based defamation laws.²⁶ Twitter undoubtedly falls within the protection of an interactive computer service protected by the CDA.²⁷ The definition of “user” means what it says, and here, Plaintiff has pleaded that Ms. Rial is a “user” of Twitter and bases his claims (in part, an in particular the viral firestorm) on such use.²⁸

Pursuant to the CDA, “[n]o provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content

²⁴ See Petition at ¶¶ 15 and 16.

²⁵ 47 U.S.C. § 230(c)(1); see also *Davis v. Motiva Enterprises, L.L.C.*, 09-14-00434-CV, 2015 WL 1535694, at *2 (Tex. App.—Beaumont Apr. 2, 2015, pet. denied).

²⁶ See *Milo v. Martin*, 311 S.W.3d 210, 214–15 (Tex. App.—Beaumont 2010, no pet.) (“To date, we find no Texas case addressing whether sections 578 and 581 of the Restatement Second of Torts represent a correct statement of defamation law in Texas. Nevertheless, regardless of the status of this state’s defamation law that applies to republishers, deciding whether to treat an internet service provider’s republication of a statement is largely controlled by section 230—a federal statute that ‘overrides the traditional treatment of publishers, distributors, and speakers under statutory and common law.’” (quoting *Batzel v. Smith*, 333 F.3d 1018, 1026 (9th Cir.2003)); *Mitan v. A. Neumann & Associates, LLC*, CIV. 08-6154, 2010 WL 4782771, at *4 (D.N.J. Nov. 17, 2010).

²⁷ See *Palmucci v. Twitter Inc.*, 18-CV-03947-WHO, 2019 WL 1676079, at *2 (N.D. Cal. Apr. 17, 2019).

²⁸ See *Barrett v. Rosenthal*, 40 Cal. 4th 33, 59, 146 P.3d 510, 526–27 (2006).

provider.”²⁹ The Act defines “interactive computer service” as “any information service ... that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet,” and it defines “information content provider” as “any person or entity that is responsible, in whole or in part, for the creation or development of information provided through the Internet or any other interactive computer service.”³⁰ The Act enforces its mandate in § 230(e)(3), which provides that “[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with this section.”³¹ Read together, these provisions provide immunity from common law defamation claims for persons who republish the work of other persons through internet-based methodologies, such as websites, blogs, and internet posting.³²

Moving Defendants are not liable for retweeting any other content creator’s tweets, despite Plaintiff’s vague pleadings that intend to blur the line between Moving Defendants’ actions and the allegedly defamatory actions of other Twitter users and authors of the Defamatory Articles.³³ Given Plaintiff’s assertion (albeit without any evidence or rational justification) that these retweets caused the accusations against Plaintiff to go viral, causation becomes almost impossible for Plaintiff to prove with the immunity shield in place.

²⁹ 47 U.S.C. § 230(e)(1).

³⁰ *Id.* at § 230(f)(2), (f)(3).

³¹ *Id.* § 230(e)(3) (emphasis added).

³² *See, e.g., Barrett v. Rosenthal*, 40 Cal.4th 33, 51 Cal.Rptr.3d 55, 146 P.3d 510, 513 (Cal.2006) (holding that CDA immunity extended to individuals who republish via the Internet defamatory statements originally made by others in email and internet postings); *Novins v. Cannon*, Civ. No. 09–5354, 2010 WL 1688695, at *2–3 (D.N.J. Apr.27, 2010) (same); *Mitan v. A. Neumann & Associates, LLC*, CIV. 08-6154, 2010 WL 4782771, at *4 (D.N.J. Nov. 17, 2010).

³³ *See GoDaddy.com, LLC v. Touns*, 429 S.W.3d 752, 759 (Tex. App.—Beaumont 2014, pet. denied) (“plaintiffs cannot circumvent the [CDA] by couching their claims as state law intentional torts.”).

B. Plaintiff’s Defamation Claims Fail because he Consented to or Invited Comments (Supplement to Section III of the Motion to Dismiss).

Plaintiff’s claims that Moving Defendants defamed him are barred because Mignogna consented to and/or invited the allegedly defamatory statements. “If the publication of which the plaintiff complains was consented to, authorized, invited, or procured by the plaintiff, he cannot recover for injuries sustained by reason of that publication.”³⁴ The doctrine of consent or invited comment is an absolute privilege against allegations of defamation, even if such statements can be shown to be made with malice.³⁵

Here, Mignogna clearly invited and consented to comments about his behavior, and Moving Defendants were privileged in their communications on Twitter. Mignogna released several statements online in order to spin the narrative in his favor.³⁶ Mignogna specifically instructed his fans to “counter” what he called “lies and negativity.”³⁷ Mignogna specifically referred to allegations of sexual harassment, sexual assault, or pedophilia as “COMPLETELY AND UTTERLY FALSE.”³⁸ Mignogna even took time out of a convention appearance on February 2, 2019 to cast doubt on what he had learned during Sony’s investigation of his conduct.³⁹

³⁴ *Lyle v. Waddle*, 144 Tex. 90, 188 S.W.2d 770, 772 (Tex. 1945); *Sedona Contracting, Inc. v. Ford, Powell & Carson, Inc.*, 995 S.W.2d 192, 198–99 (Tex. App.—San Antonio 1999, pet. denied) (a party can “consent or invite defamatory words).

³⁵ *See Smith v. Holley*, 827 S.W.2d 433, 436 (Tex. App.—San Antonio. 1992, writ denied) (“[w]hen a plaintiff has consented to a publication, the defendant is absolutely privileged to make it, even if it proves to be defamatory.”).

³⁶ *See* Section II.G.1 of the Motion to Dismiss.

³⁷ *Id.*

³⁸ *See Conlay v. Baylor Coll. of Med.*, 688 F. Supp. 2d 586, 592 (S.D. Tex. 2010) (“In short, [Plaintiff] made a conscious (and rational) choice. Rather than remain silent in the hope that the letter would not surface, she acted preemptively to present the letter in a way least likely to diminish her standing in the eyes of her superiors. The downside of this calculated risk was that the letter would likely come to the attention of Stein and Traber, as it did. Her conduct manifested consent, i.e. a willingness in fact for publication of the letter to occur. Her defamation claims against Suresh and Baylor are accordingly denied.”).

³⁹ *See* https://www.youtube.com/watch?v=Hc3qzLJlu_w (Mignogna voluntarily speaking about rumors and allegations made against him).

While Mignogna now undoubtedly regrets inviting continued public commentary, he took the calculated risk of presenting these issues publicly, assuming his followers would simply overwhelm any accusations or dissenting opinions. Regardless, Mignogna cannot now claim defamation after inviting and contributing to the public debate.

C. Moving Defendants Incorporate Arguments and Evidence of Co-Defendants.

Moving Defendants adopt by reference the arguments made in, and evidence submitted in support of, the TCPA Motions filed by Co-Defendant Funimation Productions, LLC (“Funimation”) on July 1, 2019, and by Co-Defendant Jamie Marchi (“Marchi”) on July 19, 2019. Specifically, the evidence submitted by Funimation and Marchi further establishes that Mignogna is a public figure, and that Moving Defendants’ tweets as set forth in the Petition were about a matter of public concern, and were clear exercise of Moving Defendants’ freedom of speech and freedom of association. The evidence and arguments submitted by Funimation and Marchi further establish that Mignogna cannot provide clear and specific evidence of the elements of any of his claims against Moving Defendants, that Mignogna is libel-proof, that the communications made by Defendants in this matter are substantially true, and not made with actual malice.

**III.
CONCLUSION AND REQUEST FOR RELIEF**

For these reasons, the Moving Defendants respectfully request the Court grant an Order as follows:

- 1) Dismissal of all of Plaintiff’s claims against the Moving Defendants;
- 2) An award of reasonable attorneys’ fees and costs in accordance with the TCPA;
- 3) A hearing in which Plaintiff is present for cross-examination for determination of an appropriate sanction; and
- 4) Such other and further relief to which the Moving Defendants may be justly entitled.

Dated: July 30, 2019.

Respectfully submitted,

/s/ J. Sean Lemoine

J. Sean Lemoine

State Bar No. 24027443

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ATTORNEYS FOR DEFENDANTS

MONICA RIAL AND RONALD TOYE

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was served on counsel of record via electronic service pursuant to the Texas Rules of Civil Procedure on July 30, 2019.

/s/ J. Sean Lemoine

J. Sean Lemoine

EXHIBIT T

initially we thought this was normal. As a fan that looked up to Mignogna, I excused his touchiness and kisses as acceptable behavior because it made me feel important, and I thought he was my friend. Unfortunately, I have since realized that I was being incredibly naive.

5. We found Mignogna's "victthewop" email address on his fan website, and eventually my sister and I began exchanging emails with Mignogna about holiday greetings and upcoming conventions we were attending at which he was guesting. We only told him so that he could expect to see us at his scheduled con events; we never planned specific meetings. Our emails were friendly, but not intimate or in-depth.

6. In the summer of 2015, my sister and I went to the Anime Blues Con in Memphis, Tennessee. It was a smaller convention and Mignogna was one of a few star guests. By this time, I felt that we were good friends with him and since we had other voice actor friends, this friendship was not unusual. My sister and I bumped into Mignogna in the lobby at check-in before the con officially started. He said hello, and all of us had a small conversation. During this conversation, my sister and I said that we would see him at his events that weekend and that we'd like to hang out when he wasn't busy. Mignogna had already given us his personal phone number at a previous convention, Colossalcon 2014 in Sandusky, Ohio, but we had used it minimally to communicate in the past, and agreed to text when he was available. Later, we saw him in autograph lines and just brief moments throughout the convention.

7. On the Saturday of Anime Blues Con, Mignogna sent a text message, apologizing that he had not been able to see us and if we were free, he would like to get together and catch up. Mignogna said he needed a break from being around fans that recognize him, so he invited us to his hotel room.

8. Initially, I did not feel alarmed or nervous about Mignogna's invitation because

my sister and I have had a meal with him, and have hung out with him with other voice actors present. As stated before, I also thought Mignogna was a friend, despite our age gap, as this is something common in the con world, and that he was a nice person without any ulterior motives at the time. I did not think Mignogna was trying to hit on us because he was as old as our father, and I knew he was engaged to Michele Specht. Therefore, my sister and I went to his hotel room.

9. When we arrived at Mignogna's hotel room, he gave us his usual long hugs and kisses on the cheek to greet us. During the first part of the visit, nothing awkward happened. He casually asked us how we were and how the convention was going. We asked him the same. While we were visiting, I asked why Mignogna was not hanging out with the other voice actors, such as Todd Haberkorn, and what they might be up to at the con. Mignogna said that Todd was at a cosplay strip tease show. As he was explaining, I observed that he had a very condescending tone about the strip tease show and said he did not want to go because it was disgusting. However, he then proceeded to tell us that he would rather see us doing a strip tease show for him instead. I was instantly caught off guard, shocked, and very uncomfortable. I think both my sister and I responded with silence to that particular comment, because we could not believe what he had just said.

10. After that statement, the conversation became more uncomfortable, and Mignogna kept making more advances towards us. He told us that he really liked us and he believed we liked him, too. I asked what his intentions were in telling us about these feelings, and he said it was his hope and intention to have sexual relations with both of us. As he was saying these things, my sister and I tried to redirect the conversation as much as possible. I thought that if I could talk him out of trying to make advances on us, he would leave us alone and let us leave the hotel room.

11. Mignogna then expressed his desire to kiss us on the lips, and asked if that made us uncomfortable. I told him that it did and indicated that we were only 22 years old and he was at least 50 (which was around our father's age), so how could he even think we would want to do sexual things with him. He became visibly angry, and began ranting about age being just a number, and it's how you feel, not how you look, and how good he looked for his age.

12. As Mignogna continued to talk, I became scared that he would get violent with us. I knew he was engaged to Michele Specht at the time, so I brought up his engagement in order to make him feel guilty about his advances and play on his self-proclaimed Christian values in order to calm him down. However, he responded with "she's not here, so she doesn't matter." I was genuinely shocked, considering how he publicly acclaims his Christian faith. Mignogna emphasized how he thought our acceptance of his invitation to his hotel room meant he would finally get to kiss us and whatever else may have followed.

13. My sister and I felt uncomfortable, scared, and we were tearing up. I think Mignogna finally realized that nothing of a sexual nature would occur and asked if it was okay to say goodbye to us and a kiss. I thought Mignogna meant a kiss on the cheek like he usually does at the conventions, and I already told him that I was not okay with a kiss on the lips. I was scared of what he may do since we were in his hotel room, and was trying to keep the peace after everything that had happened, so I did not respond. Without giving him any explicit permission to do so, he came up to me, cupped his hands on either side of my face, and forcibly kissed me on the lips. I froze, and then watched Mignogna do the same thing to my sister. I saw she was also frozen in shock. Neither I, nor my sister, consented to being kissed by Mignogna. We had simply stood there silent. I was so terrified and helpless, and I did not know what to do. Shortly after, we left horrified with what had just happened.

14. By the time we left Mignogna's hotel room, it was approximately 10:30-11:00p.m. My sister and I managed to hold it together until reaching the elevator, but instantly broke into tears when the door closed. We felt ashamed and mortified, so we vowed to never tell anyone. We went back to the convention space filled with people, wanting to be in public, and too scared to be alone.

15. Since the 2015 convention in Memphis, Tennessee, I have tried to avoid running into Mignogna at all future conventions.

16. In 2017, my sister and I attended A-kon, a convention in Fort Worth, Texas. There we stood at the end of another voice actor's autograph line, only a few tables over from where Mignogna was finishing his own autographs and preparing to leave. After two years, we hoped he would not recognize nor interact with us, but eventually Mignogna did walk over and—in a sarcastic, passive aggressive, and rude tone—told us how great it was to see us and how nice it was that we did not say hello to him. Again, he made us feel very uncomfortable.

17. Since Anime Blues Con in 2015, there have been several occasions when Mignogna's name was brought up in conversations with friends and fellow anime fans. I heard more and more stories about Mignogna's bad reputation and harassment of women from other con guests, attendees, and staff members. These discussions helped me realize that what happened with my sister and me was not a one-time offense.

18. In January 2019, my sister and I shared our story with Tammi Denbow when Sony conducted the investigation into the allegations of Mignogna's sexual harassment and assault. We also told Monica Rial and Ronald Toye in January 2019 about the events in this affidavit in connection with Sony's investigation.

19. This concludes my affidavit testimony.

Executed in King County, Washington on July 26, 2019.

Elizabeth H Yost
~~Libby~~ Yost
Elizabeth

SUBSCRIBED AND SWORN TO BEFORE ME on this 26 day of July 2019.

Peter Valente
Notary Public, State of Washington
Peter Valente
Printed Name

My Commission Expires: 06-07-20

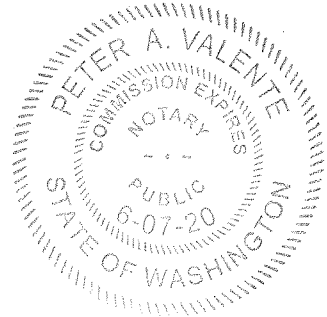


EXHIBIT U

5. We found Mignogna's email address on his fan website, and eventually my sister and I began exchanging emails with Mignogna about holiday greetings and upcoming conventions we were attending at which he was guesting. We only ever notified him so that he could expect to see us in his lines; never did we pre-arrange meetings. I recall that our emails were friendly, but not intimate or in-depth.

6. In the summer of 2015, my sister and I went to Anime Blues Con in Memphis, Tennessee by ourselves, unaccompanied by other con-going friends like we normally did. On the first day of the convention, my sister and I bumped into Mignogna in the lobby where attendees check-in to the convention. We said hello to Mignogna and all of us had a small conversation. During this conversation, my sister and I said that we would see him at his events that weekend and that we'd like to hang out when he wasn't busy. Mignogna had already given us his personal phone number at a previous convention, Colossalcon 2014 in Sandusky, Ohio. We had used it minimally to communicate in the past, and agreed to text when he was available.

7. On the Saturday of Anime Blues Con, Mignogna sent a text asking us to hang out with him. Mignogna said he didn't want to be around people that would recognize him, as he had been in panels and signing autographs for fans all day, so he invited us to his hotel room. When we arrived, he gave us hugs and kisses on the cheek to greet us, something he did every time we met him.

8. While we were visiting in Mignogna's hotel room, my sister asked where the other voice actors were that evening, and Mignogna said that they were attending a strip show with cosplayers. As he was explaining where Todd Haberkorn was in particular (that night), I observed that he had a very condescending tone about the strip tease show and said he did not want to go because it was disgusting. However, he then proceeded to tell us that he would rather see us doing

a strip tease show for him instead. This statement was shocking to me.

9. After Mignogna suggested that he wanted us to strip for him, the conversation got increasingly scarier, and he kept making more advances towards us. He implied that he wanted to have sexual relations with me and my sister. As he was saying this, my sister and I tried to deflect those advances and reject Mignogna. We reminded Mignogna that we were only 22 years old, and that he was over 50, so how could he even think of having sex with us or that we would want to have sex with him. In response he stated that “age is just a number.” He then became defensive and told us about how in shape (attractive) he was in order to combat the fact he was much older than we were.

10. Mignogna continued to grow visibly upset as we tried to explain how inappropriate he was being, and I was worried he would become violent with us. I knew he was engaged to Michele Specht at the time, and we brought up his engagement in order to make him feel guilty about his advances. We thought that if we reminded him of his self-spoken Christian values, he would realize this was wrong and calm down. However, he responded with “she’s not here, so she doesn’t matter.”

11. I felt incredibly uncomfortable, and I could see my sister was uncomfortable as well, so I think Mignogna finally realized that nothing sexual would happen between us. He asked if it was okay to say goodbye to us. I was scared, but thought this would be his usual kiss on a cheek, and would allow us to get out of the room faster. Without giving him permission to do so, he came up to my sister, cupped his hands on either side of her face, and forcibly kissed her. I froze in fear, and then Mignogna walked over to me, cupped his hands on either side of my face, and forcibly kissed me. (In both instances, forcibly is to be defined as “without welcome,” as opposed to “violent”.) I was so terrified and frozen, and I did not know what to do. Mignogna is a huge

voice acting star with a lot of power, and we were trapped in his hotel room. I was scared about what he would do. But Mignogna did not make any further advances, and we quickly left the room.

12. By the time we left, it was approximately 10:30-11:00 p.m. My sister and I broke down in tears when we got onto the elevator. I felt so violated that a man who I naively considered a friend would do something so disgusting. My sister and I were both too scared to be alone for fear of mentally reliving the incident, so we went back to the convention in an area with a lot of people to be in a public place. We swore not to tell anyone, because we were so embarrassed and felt this was our fault for going to meet him at his hotel room. All the signs seemed so obvious after the fact and shame quickly consumed us.

13. After the convention, my sister and I went home, and Mignogna emailed us both apologizing for what he had done. Mignogna asked if we could still be friends with him. We responded together in a friendly manner, but have not continued to associate with him. My sister and I still attend conventions, but try our best to avoid Mignogna as much as possible.

14. Since the 2015 Anime Blues Con, almost every time Mignogna's name has been brought up in conversation with friends or other fans, I heard opinions and stories about Mignogna's bad reputation that aligned with my own personal experience, but I would not weigh in with my particular story. It was alarming to discover how notorious Mignogna seemed to be in his industry for doing things exactly like what he did to us.

15. In January 2019, my sister and I shared our story with Tammi Denbow when Sony conducted the investigation into the allegations of Mignogna's sexual harassment and assault. We also told Monica Rial and Ronald Toye in January 2019 about the events with Mignogna in connection with Sony's investigation.

16. This concludes my affidavit testimony.

Executed in Clark County, Nevada on July 26th 2019.

Theresa M Yost
Theresa Yost

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of July 2019.

Bert Lott
Notary Public, State of Nevada

Bert Lott
Printed Name

My Commission Expires: 9.14.19



EXHIBIT V

AFFIDAVIT OF AMANDA MCMANUS

STATE OF COLORADO

§

COUNTY OF Boulder

§

§

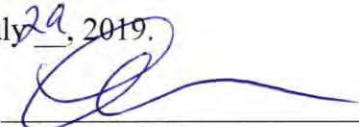
Before me, the undersigned Notary Public, on this day personally appeared Amanda McManus, known to me to be the person whose name is endorsed hereto, and who, after being first duly sworn, stated under oath as follows:

1. I am a director at multiple fan conventions, including Anime Milwaukee. I have worked at anime conventions around the country in an executive level since 2004, and have been the personal handler for Victor Mignogna (“Mignogna”) at multiple conventions in the past. It is common practice in the convention circuit to assign a veteran handler to Mignogna, due to his reputation and my personal experience of him as a difficult and demanding guest.
2. On January 30, 2019, Anime Milwaukee publicly announced on Twitter that we and Mignogna had reached a mutual agreement to cancel his appearance as a guest at the convention in 2019. During a discussion with my fellow directors, I suggested Anime Milwaukee proactively offer to pay Mignogna his full guest appearance fee of \$3,500 despite the agreement to cancel, due to the inconvenient short notice and our desire to maintain professionalism in current circumstances. He was paid in full by the convention chair on March 22, 2019, ending our obligations to him for this appearance.
3. The decision for Anime Milwaukee to agree to a mutual cancellation of Mignogna’s invitation was based on several reasons. As this was mid- to late January, our decision was made while the news was still very fresh and prior to any announcement about a possible lawsuit. One factor was the numerous allegations of his sexual harassment and assault tied to the criticism online that were suddenly being discussed very publicly by many people not involved in

Mignogna's future lawsuit. (While rumors about Mignogna have been around for as long as I've been working for conventions, I had not personally heard substantiated, actionable accusations until then.) So with equal weight, our concerns were also on trying to put on a successful event without avoidable distractions during pre-planning and onsite, and remembering our convention's focus as an organization that champions anti-harassment policies versus the perception of bringing any guest, not even Mignogna specifically, under this type of cloud. We were also concerned that Mignogna would find an unwelcome reception from our attendees due to the ongoing news at the time, and in the name of good hospitality we would not want that for any guest we bring. Bringing a guest into a possibly toxic environment is not good practice for the guest, the convention, or—and most importantly—for the fans.

4. The decision for Anime Milwaukee to mutually cancel Mignogna's appearance was not due to any actions of Monica Rial, Ronald Toye, Jamie Marchi, or Funimation. We did not receive any type of communication from Monica Rial, Ronald Toye, Jamie Marchi, or Funimation requesting that Anime Milwaukee cancel Mignogna, and they did not affect our decision.
5. This concludes my affidavit testimony.

Executed in Boulder County, Colorado on July 29, 2019.

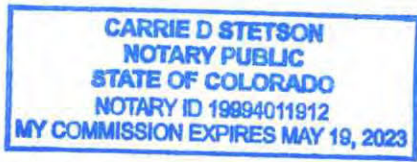


Amanda McManus

SUBSCRIBED AND SWORN TO BEFORE ME on this 29 day of July 2019.



Notary Public, State of Colorado



Carrie D Stetson

Printed Name

My Commission Expires: 5/18/23

EXHIBIT W

our event.

9. Ultimately, we at Kami-Con decided that it would be beneficial to not have Mignogna attend our event because we wanted to ensure that the community who attends our event would be safe and respectful.

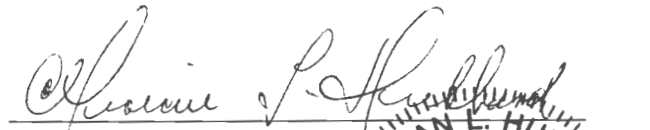
10. This concludes my affidavit testimony.

Executed in Tuscaloosa County, Alabama on July 26, 2019.

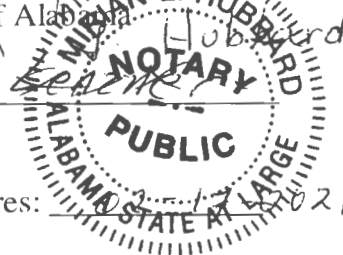


Raymond Lenzner

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of July 2019.



Notary Public, State of Alabama



Mignon E. Hubbard
NOTARY PUBLIC
ALABAMA STATE AT LARGE
3-17-21

Printed Name

My Commission Expires: