

CAUSE NO. 141-307474-19

VICTOR MIGNOGNA,

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IN THE DISTRICT COURT

Plaintiff,

§

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v.

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141ST JUDICIAL DISTRICT

**FUNIMATION PRODUCTIONS, LLC,
JAMIE MARCHI, MONICA RIAL,
AND RONALD TOYE,**

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§

Defendants.

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TARRANT COUNTY, TEXAS

**DEFENDANT FUNIMATION PRODUCTION, LLC’S RESPONSE TO PLAINTIFF’S
OBJECTIONS TO AND MOTION TO STRIKE EVIDENCE OFFERED IN
SUPPORT OF DEFENDANT FUNIMATION’S MOTION TO DISMISS**

Defendant Funimation Productions, LLC’s responds to Plaintiff’s Objections and Motion to Strike Evidence Offered in Support of Defendant Funimation’s Motion to Dismiss, as follows:

I. INTRODUCTION

The Court should overrule Plaintiff’s objections and deny Plaintiff’s motion to strike in its entirety. Contrary to Plaintiff’s foundation objections, Funimation’s witnesses clearly have personal knowledge of the facts stated in their original affidavits. Further, any alleged defects have been cured by the supplemental affidavits submitted by Funimation.

Plaintiff’s hearsay objections should be overruled because Funimation is not offering out-of-court statements to prove the truth of the matters asserted. Instead, Funimation offers the referenced statements to show that Plaintiff is a public figure, to show notice to Funimation of serious allegations of sexual misconduct by Plaintiff, and to show Funimation’s state of mind and motivation in investigating and terminating its business relationship with Plaintiff. Further, as set out below, many of the facts that Plaintiff is seeking to exclude from the record were freely

admitted by Plaintiff in his live pleading and in his deposition. For that additional reason, Plaintiff's objections are frivolous and should be rejected.

Finally, the Court should overrule Plaintiff's remaining objections. Funimation's Vice President of Operations Karen Mika is competent to testify about Funimation's business relationship with its voice actors, including offering testimony that Funimation does not control its voice actors' personal social media accounts. For his part, Funimation's Senior Director of Public Relations Scott Barretto properly authenticates the materials attached to Funimation's TCPA motion, which clearly show that Plaintiff is a public figure for the purposes of the analysis required by the TCPA.

II. RESPONSE TO PLAINTIFF'S OBJECTIONS

A. Karen Mika is competent to testify about the investigation and termination of Plaintiff.

Plaintiff first objects that Funimation's Vice President of Operations Karen Mika does not have personal knowledge sufficient to testify about the reasons for Funimation's request that Sony Pictures Entertainment investigate allegations of sexual misconduct made against Plaintiff, the result of the investigation, and Funimation's business relationship with voice actors Monica Rial and Jamie Marchi and with Rial's fiancé Ron Toyé.

Plaintiff's objection should be overruled. In her original affidavit, Mika states that she is Vice President of Operations at Funimation and that, as a result, she is familiar with Funimation's business practices and its business relationships with its employees and independent contractors. *See* Mika Aff. at ¶ 2 (Exhibit A-1). She also recounts her specific communications with Plaintiff: "On the call, I informed Mr. Mignogna that his conduct was unacceptable to Funimation and that Funimation was terminating its contract with him immediately." *Id.* at ¶ 8. These facts are sufficient to show that Mika is competent to testify about the facts stated in her original affidavit.

Under the law, a corporate employee is generally presumed to possess personal knowledge of facts that he or she would learn in the usual course of employment without having to otherwise prove personal knowledge. *Brewer v. Green Lizard Holdings, L.L.C. Series SR*, 406 S.W.3d 399, 402 (Tex.App.– Fort Worth 2013, no pet.).

In her supplemental affidavit, attached here as Exhibit A-2, Mika provides even more details about her job responsibilities at Funimation, which further proves that she is competent to testify about the facts in her affidavit:

- She is in charge of distributing and producing dubbed anime videos at Funimation. Mika Supp. Aff. (Exhibit A-2) at 2.
- She oversees Funimation’s contracting with voice actors. *Id.*
- She is personally familiar with the business relationship between Funimation and Mignogna, Rial, and Marchi, including the services they provide and how they are compensated by Funimation. *Id.*
- She is the ultimate decisionmaker at Funimation with respect to the decision to terminate the business relationship with a voice actor. *Id.*
- She was responsible as Vice President of Operations for directing Funimation’s Human Resources Manager to request an investigation of Plaintiff; and she communicated Funimation’s decision to terminate Plaintiff to him. *Id.* at ¶ 3.
- She also provides copies of the independent contractor agreements between Funimation and Marchi and Rial, which provide further foundation for her statements that voice actors are independent contractors. *Id.* at ¶ 4.

These facts provide ample foundation to for the statements made in paragraphs 5, 7, and 9 of Karen Mika’s affidavit. *See Barham v Sugar Creek National Bank*, 612 S.W.2d 78, 79-80 (Tex.Civ.App.– Houston [14th Dist.] 1981, no writ). Accordingly, Plaintiff’s foundation objection should be overruled.

1. Plaintiff’s objections to Paragraph 5 should be overruled.

Paragraph 5 of Mika’s affidavit states:

On the same day that Funimation released *Dragon Ball Super: Broly*, Funimation was tagged on twitter by user “@hanleia” with the question “Hey @Funimation why do you employ a known pedophile,” and a links to allegations of sexual misconduct by Mr. Mignogna at anime conventions through negative twitter posts and from other sources within the anime community.

See Exhibit A-1. Plaintiff contends that Mika’s statement is inadmissible hearsay.

Plaintiff’s hearsay objection is without merit and should be overruled. Mika’s testimony is not being offered to show that the allegations of inappropriate conduct by Plaintiff on social media are true; she is instead offering that testimony to show the impetus behind her request for an investigation of Plaintiff’s alleged misconduct and to show that Plaintiff is a public figure whose misconduct was a matter of public concern.¹ That said, Plaintiff’s hearsay and “best evidence” objections are frivolous and should be rejected because Plaintiff freely admitted these facts during his deposition and in his petition. See Plaintiff’s Response to Defendants’ TCPA Motions (Mignogna Dep. at 266:1-7) (“Q. On January 16th was the date the last Broly movie was released? A. Yes, sir, in theaters. Q. In theaters. And that was the same date that these types of social media posts started to happen that were accusing you of inappropriate behavior? A. Yes, sir.”); First/Second Am. Pet. at ¶¶ 15-17.

2. Plaintiff’s objections to Paragraphs 6 and 7 should be overruled.

Plaintiff also objects hearsay to Mika’s statements in paragraphs 6 and 7 of her affidavit where she recounts that Funimation requested an investigation of Plaintiff and that Tammi Denbow at Sony Pictures Entertainment reported to her that she had found “certain allegations of inappropriate conduct made against Mr. Mignogna were credible.” See Exhibit A-1. Plaintiff’s objections should be overruled because Mika’s statements are not being offered to prove the truth

¹ Notably, Plaintiff does not deny that he engaged in inappropriate sexual behavior. Plaintiff’s own witness and friend, Chuck Huber, states in his affidavit at paragraph 77 that he believes “Vic utilized his position of privilege in shameful ways in attempts to obtain sex.” See Plaintiff’s Response to Defendants’ TCPA Motion at Huber Affidavit ¶ 77.

of the matter asserted but are instead intended to show that an investigation was requested – a fact that Plaintiff admits in his petition and in his deposition – and that the result of the investigation was reported to Funimation’s Vice President of Operations Mika by Denbow, which formed the basis for Funimation’s decision to terminate its business relationship with Plaintiff. As such, the statement is being offered to show notice to Funimation and Funimation’s state of mind.

3. Plaintiff’s objections to Paragraph 9 should be overruled.

Last, Plaintiff objects to Mika’s testimony in paragraph 9, which provides as follows:

Funimation is not responsible for any tweets or other social media publications or commentary by co-defendants Monica Rial, Jamie Marchi or Ron Toye. Funimation does not have any control over what Marchi, Rial or Toye publish on their personal twitter accounts or in other social media. Rial and Marchi are not employees or agents of Funimation; and they do not have actual or apparent authority to speak on behalf of Funimation. Mr. Mignogna and the other voice actors who work for Funimation, including Rial and Marchi, are independent contractors; and Funimation does not hold any of these voice actors out as its employee or agent. For his part, Toye is the fiancé of Monica Rial. Toye is not an employee or agent of Funimation and has no relationship whatsoever with Funimation.

See Exhibit A-1. Plaintiff argues that Mika’s statements about its business relationship with its voice actors Rial and Marchi (and Funimation’s lack of any relationship whatsoever with Rial’s fiancé Toye) are legal conclusions that should be excluded.

Plaintiff’s objection should be overruled. The cases cited by Plaintiff do not support Plaintiff’s argument that Mika’s testimony should be excluded. *Limon v. State* did not involve any issue remotely akin to the issue presented here: that case involved whether a house guest had the actual or apparent authority to consent to a police search of a home. 340 S.W.3d 753, 757 (Tex. Crim. App. 2011). Needless to say, actual or apparent authority to consent to a warrantless search of a home is a different inquiry from actual or apparent authority to use Twitter on behalf of a company.

The other cases cited by Plaintiff actually support Funimation's position by making it clear that Funimation has no duty to control the conduct of third persons, unless there is a special relationship which imposes a duty upon the actor to control the third person's conduct, which does not exist here.² *Greater Houston Transportation Co. v. Phillips*, 801 S.W.2d 523, 525 (Tex. 1990); *Boyd v. Texas Christian Univ., Inc.*, 8 S.W.3d 758, 760 (Tex.App.—Fort Worth 1999, no pet.). While the existence of a legal duty is a question of law for the court to decide, the Court must make that decision based on the facts surrounding the occurrence in question. *Id.*

Accordingly, the cases cited by Plaintiff justify allowing Mika to testify about the business relationship between Funimation and voice actors so that the Court will have facts on which to base its legal determination. Those facts are: (1) Funimation does not control what voice actors publish on their personal social media; (2) Rial and Marchi are not employees or agents of Funimation; (3) Rial and Marchi do not have apparent or actual authority to speak on behalf of Funimation; (4) voice actors are independent contractors and are not held out by Funimation as its agents or employees; and (5) Toye is Rial's fiancé and has no relationship with Funimation. Mika Aff. (Exhibit A-1) ¶ 9. These facts are further supported by Karen Mika's supplemental affidavit, which includes copies of the independent contractor agreements between Funimation and Rial and Marchi, which show that there is no employer-employee relationship and that Funimation does not have the right to control Rial and Marchi's Twitter accounts. Mika Supp. Aff. ¶ 4, Exs. A-C (Exhibit A-2).

For these reasons, Plaintiff's objection should be overruled.

² The special relationships include the relationship between employer and employee, parent and child, and independent contractor and contractee under special circumstances. See *Exxon Corp. v. Quinn*, 726 S.W.2d 17, 20 (Tex.1987) (contractee may be liable for an independent contractor's conduct "when he retains the right to control the contractor's work").

B. The Court should overrule objections to Tammi Denbow’s affidavit.

1. Plaintiff’s objections to Paragraph 2 should be overruled.

Plaintiff’s first objection to Denbow’s affidavit is that she is not competent to offer the following testimony: “When my investigation began . . . there were allegations on social media that Mr. Mignogna had engaged in appropriate conduct with female fans at anime conventions.” Plaintiff contends that Denbow lacks personal knowledge to allow her to make this statement and the statement is inadmissible hearsay.

Plaintiff’s objections are without merit and should be overruled. Denbow’s testimony is not being offered to show that the allegations of inappropriate conduct by Plaintiff on social media are true; she is instead offering that testimony to show the impetus behind her investigation of Plaintiff’s alleged misconduct. As such, the hearsay rule does not apply. As for her personal knowledge, Ms. Denbow explains in her affidavit that she performs scores of investigations for her employer Sony Pictures Entertainment and its subsidiaries on an annual basis, including her investigation of Plaintiff, which would qualify her to offer testimony that there were such allegations against Plaintiff on social media under Texas Rule of Evidence 104. Denbow Aff. ¶ 2 (Exhibit B).

Again, Plaintiff’s objection is frivolous and should be rejected because Plaintiff freely admitted these facts during his deposition and in his petition. *See* Plaintiff’s Response to Defendants’ TCPA Motions (Mignogna Dep. at 266:1-7) (“Q. On January 16th was the date the last Broly movie was released? A. Yes, sir, in theaters. Q. In theaters. And that was the same date that these types of social media posts started to happen that were accusing you of inappropriate behavior? A. Yes, sir.”); First/Second Am. Pet. ¶¶ 15-17.

2. Plaintiff's objections to Paragraph 3 should be overruled.

Plaintiff next objects hearsay to the following statement in paragraph 3 of Denbow's affidavit:

Specifically, I was given information by Funimation about allegations from two female fans of inappropriate conduct by Mr. Mignogna that occurred at an anime convention. I was also alerted by Funimation that another of its voice actors, Monica Rial, wanted to share information about her personal experiences with Mr. Mignogna.

Denbow Aff. ¶ 3 (Exhibit B). Plaintiff's objection should be overruled because Funimation is not offering these statements for the truth of the matters asserted – i.e., that Mignogna had engaged in inappropriate conduct with two female fans and Ms. Rial³ – but to show the motivation and impetus for Denbow's investigation and the subject matter of the investigation. Accordingly, the hearsay rule does not apply. In any event, Plaintiff freely admits in his pleading and in his deposition that Denbow asked Plaintiff about the allegations made by the two female fans and Ms. Rial, so this evidence is already before the Court. *See* First/Second Am. Pet. ¶ 18; Plaintiff's Response to Defendants' TCPA Motions (Mignogna Dep. at 116:2-117:24, 267:22-269:5).

3. Plaintiff's objections to Paragraph 4 should be overruled.

Last, Plaintiff objects hearsay to Denbow's statement at paragraph 4 of her affidavit that she interviewed Monica Rial, the two female fans, and a former Funimation employees about Plaintiff. This objection should be overruled. Denbow's statement that she conducted interviews is not hearsay. To the extent that Denbow's affidavit implies that the women she interviewed accused Plaintiff of misconduct, that testimony is not being offered for the truth of the matter asserted, but instead to show that the women relayed that information to Denbow during the interviews. As above, Plaintiff freely admits that Denbow asked Plaintiff about those same

³ Ms. Rial and the two female fans have submitted affidavits where they describe in detail Plaintiff's misconduct, so there is little doubt as to the truth of the allegations made against Plaintiff.

allegations made by the two female fans and Ms. Rial when Denbow interviewed him, so Plaintiff has already admitted the facts that he is seeking to exclude from the Court's record. *See* First/Second Am. Pet. ¶ 18; Plaintiff's Response to Defendants' TCPA Motions (Mignogna Dep. at 116:2-117:24, 267:22-269:5).

C. The Court should overrule objections to Scott Barretto's affidavit.

1. Plaintiff's objections to Paragraph 5 should be overruled.

Plaintiff objects hearsay to paragraph 5 of Barretto's affidavit, where Barretto recounts that Plaintiff began to receive media and social media attention beginning in January 2019, which caused Plaintiff's supporters to threaten and harass those who supported the women who alleged misconduct by Plaintiff.⁴ Barretto Aff. ¶ 5 (Exhibit C-1). Plaintiff's hearsay objection should be overruled. Funimation is not offering or referring to the out-of-court statements referenced in paragraph 5 of Barretto's affidavit for the truth of the matters asserted in those statements but is instead offering those statements to show that Mignogna is a public figure and that statements about him involved a matter of public concern. *Dudrick v. Dolcefino*, No. 14-96-01181-CV, 1998 WL 856236, *13-*14 (Tex.App.–Houston [14th Dist.] Dec. 10, 1998, rev. denied) (rejecting hearsay objections to media statements offered as public figure evidence in a defamation case).

2. Plaintiff's objections to Paragraph 6 should be overruled.

Plaintiff also objects that Barretto's statements to the effect that Funimation received media and social media inquiries about the allegations related to Mignogna constitute hearsay, and Plaintiff objects that Barretto lacks personal knowledge to testify about the intent of Funimation's February 11, 2019 tweets. Barretto Aff. ¶ 6 (Exhibit C-1). For the same reasons as stated above, Plaintiff's hearsay objection should be overruled. Funimation is not offering or referring to the

⁴ These matters were also admitted by Mignogna during his deposition. Plaintiff's Response to Defendants' TCPA Motions (Mignogna Dep. at 100:5-23, 266:1-267:10, 274:22-276:21).

out-of-court statements referenced in paragraph 6 of Barretto's affidavit for the truth of the matters asserted in those statements. The Court should also overrule Plaintiff's "best evidence" objection because Barretto is not referring to any specific writing in his affidavit but to general inquiries on social media and from the media. Barretto Aff. ¶ 6 (Exhibit C-1); Barretto Supp. Aff. ¶ 4 (Exhibit C-2).

The Court should also overrule Plaintiff's objection that Barretto lacks the appropriate personal knowledge to testify about the content and intent of Funimation's tweets about Plaintiff. As the Senior Director of Public Relations familiar with the media and social media activities of Funimation, Barretto is clearly competent to testify about the content and intent of Funimation's tweets. Barretto Aff. ¶ 2 (Exhibit C-1); *Brewer*, 406 S.W.3d at 402. Lest there be any doubt about his personal knowledge, Barretto explains in greater detail in his supplemental affidavit the basis for his knowledge of the content and intent of Funimation's tweets. Barretto Supp. Aff. ¶¶ 2-5 (Exhibit C-2). Barretto states that he handles all outbound and inbound media inquiries. *Id.* He routinely drafts press releases and press statements and communications for Funimation's Twitter account, including the tweets at issue here. *Id.* And his job requires him to know what is going on at Funimation, which includes Funimation's investigation about Plaintiff, its decision to recast his role in the company's notice, and Funimation's core mission. *Id.* ¶¶ 4-5. Accordingly, Barretto has personal knowledge of the matters recounted in his affidavits.

3. Plaintiff's objections to Paragraph 7 should be overruled.

Plaintiff next objects that Barretto does not have personal knowledge to testify about the content and intent of Funimation's February 11, 2019 tweets. In support, Plaintiff argues that Barretto cannot testify about Funimation's intent in publishing its tweets unless Barretto can personally say that he drafted the tweets. Plaintiff's objection should be overruled. Barretto's

original affidavit identifies the foundation for Barretto's ability to testify about Funimation's media and social-media activities: he is Funimation's Senior Director of Public Relations. Barretto Aff. ¶ 2 (Exhibit C-1). In his supplemental affidavit, Barretto provides further foundation for his ability to testify about the content and intent of Funimation's tweets. Barretto Supp. Aff. ¶¶ 2-5 (Exhibit C-2). There, Barretto explains in detail his responsibilities for Funimation, the basis for his knowledge of the Vic Mignogna situation and the company's response, and the purpose and intent of the company's tweets. *Id.* He also confirms that he drafted the tweets for Funimation. *Id.* ¶ 4 ("I drafted Funimation's February 11, 2019 tweets in my role as Senior Director of Public Relations at Funimation."). Accordingly, Plaintiff's objections to paragraph 7 of the Barretto affidavit should be overruled.

4. Plaintiff's objections to Paragraph 8 and Exhibits D-W should be overruled.

By his last group of objections, Plaintiff complains that Barretto does not have personal knowledge sufficient to authenticate the publications attached to his affidavit, which include several online publications about Plaintiff and the allegations of misconduct against Plaintiff, as well as Plaintiff's own tweets in response to the public firestorm surrounding him. Plaintiff also contends that the publications are inadmissible hearsay.

Plaintiff's authenticity objections should be overruled for two reasons. *First*, testimony from a witness with knowledge, such as that provided by Barretto, is more than sufficient to meet the threshold for authentication under Rule of Evidence 901(b)(1). In his original affidavit, Barretto testifies that he monitors media and social media posts related to Funimation in his capacity as its Senior Director of Public Relations, which qualified Barretto to authenticate the articles and social media posts attached to Funimation's TCPA motion. Barretto Aff. ¶ 2 (Exhibit C-1). In his supplemental affidavit, Barretto further testifies that he regularly and actively monitors

print and online media related to Funimation's business, including by regularly checking online publications and media outlets, such as those that published the online articles that he authenticates. Barretto Supp. Aff. ¶ 2 (Exhibit C-2). Because testimony from a witness with knowledge authenticates Exhibits D-W, Plaintiff's objection should be overruled. Tex. R. Evid. 901(b)(1).

Second, the online media articles attached to Funimation's TCPA motion are self-authenticating under Rule of Evidence 902(6), which provides that no extrinsic evidence of authenticity is required for printed material purported to be a newspaper or periodical. Tex. R. Evid. 902(6). Because the articles are self-authenticating, Plaintiff's objection should be overruled. If Plaintiff truly had a meritorious objection that the publications (including his own tweets) were not authentic, which he clearly does not, he should provide some proof to back up that baseless assertion.

Plaintiff's hearsay objections should also be overruled. Plaintiff's own tweets, attached as Exhibits D, J, and N, are not hearsay because they are party admissions. Tex. R. Evid. 801(d)(1)(A). The online articles attached to Funimation's TCPA motion are not inadmissible hearsay because those articles are not being offered for the truth. Those articles are being offered to show that Vic Mignogna is a public figure due to the media frenzy surrounding him because of the multiple allegations of sexual misconduct against him and due to his own courting of media attention. Out-of-court statements are not hearsay if they are offered for a purpose other than to prove the truth of the matter asserted. See Tex. R. Evid. 801(d); *McCraw v. Maris*, 828 S.W.2d 756, 757 (Tex.1992). Thus, when a party offers a statement simply to show that it was made rather than to show its truth or falsity, the hearsay rule does not preclude its admission. See *City of Austin*

v. Houston Lighting & Power Co., 844 S.W.2d 773, 791 (Tex.App.–Dallas 1992, writ denied).

Accordingly, Plaintiff's hearsay objection should be overruled.

III. CONCLUSION AND PRAYER

For the reasons stated here, the Court should overrule Plaintiff's objections and deny Plaintiff's motion to strike.

Dated: September 3, 2019

Respectfully Submitted,

/s/ John Volney

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FUNIMATION PRODUCTIONS, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of foregoing has been served upon counsel of record via the court's e-filing service on September 3, 2019.

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**ATTORNEYS FOR DEFENDANTS
MONICA RIAL AND RONALD TOYE**

/s/ John Volney _____
John Volney

EXHIBIT A1

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

141ST JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

AFFIDAVIT OF KAREN MIKA

STATE OF CALIFORNIA

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COUNTY OF LOS ANGELES

BEFORE ME, the undersigned notary public, personally appeared Karen Mika, known to me to be the person whose name is subscribed hereto, and, after being duly sworn, stated the following:

1. My name is Karen Mika. I am over eighteen years of age, am of sound mind, and am fully competent to make this affidavit, and the facts stated here are within my personal knowledge and are true and correct.

2. I am Vice President of Operations at Funimation Productions, LLC. I have worked for Funimation since March 2016. As Vice President of Operations, I am familiar with Funimation's business practices and its business relationships with its employees and independent contractors, including with the voice actors who work for Funimation.

3. Funimation is a Flower Mound-based entertainment company that specializes in the dubbing and distribution of foreign content, mostly anime. One of the most popular properties

distributed by Funimation is the *Dragon Ball* action-adventure franchise from Japan. Funimation hires voice actors, who are independent contractors, to dub the Japanese productions into English. Funimation is a subsidiary of Sony Pictures Entertainment; and Sony Pictures Entertainment provides human resources-related and legal support services to Funimation from time to time.

4. Vic Mignogna has provided voice acting services to Funimation since 2004. Over that time, Mr. Mignogna has voice acted in more than ten productions distributed by Funimation, including in features from the *Dragon Ball* franchise. In 2018, Funimation cast Mr. Mignogna as the English voice for “Broly,” the lead character in the fantasy anime martial arts film *Dragon Ball Super: Broly*. Funimation released *Dragon Ball Super: Broly* on January 16, 2019.

5. On the same day that Funimation released *Dragon Ball Super: Broly*, Funimation was tagged on twitter by user “@hanleia” with the question “Hey @Funimation why do you employ a known pedophile,” and a link to allegations of sexual misconduct by Mr. Mignogna at anime conventions. The next day, on January 18, 2019, Funimation learned of additional allegations of sexual misconduct by Mr. Mignogna at anime conventions through negative twitter posts and from other sources within the anime community.

6. Because of the allegations circulating about Mr. Mignogna, I directed Funimation’s Trina Simon, Funimation’s Human Resources Manager, to contact Sony Pictures Entertainment to request that they investigate the allegations. Ms. Simon contacted Zack Hall, Executive Director of Human Resources for Sony Pictures Entertainment, to request the investigation.

7. The investigation of Mr. Mignogna was handled by Tammi Denbow at Sony Pictures Entertainment. On or about January 29, 2019, Tammi Denbow reported to me and Trina Simon that Ms. Denbow had found that certain allegations of inappropriate conduct made against Mr. Mignogna were credible.

8. Based on Ms. Denbow's investigation, I concluded that Funimation should terminate its relationship with Vic Mignogna. On January 29, 2019, I contacted Mr. Mignogna by telephone along with Trina Simon and Zack Hall. On the call, I informed Mr. Mignogna that his conduct was unacceptable to Funimation and that Funimation was terminating its contract with him immediately. Funimation did not make any public statement about its termination of Mr. Mignogna at that time.

9. Funimation is not responsible for any tweets or other social media publications or commentary by co-defendants Monica Rial, Jamie Marchi or Ron Toye. Funimation does not have any control over what Marchi, Rial or Toye publish on their personal twitter accounts or in other social media. Rial and Marchi are not employees or agents of Funimation; and they do not have actual or apparent authority to speak on behalf of Funimation. Mr. Mignogna and the other voice actors who work for Funimation, including Rial and Marchi, are independent contractors; and Funimation does not hold any of these voice actors out as its employee or agent. For his part, Toye is the fiancé of Monica Rial. Toye is not an employee or agent of Funimation and has no relationship whatsoever with Funimation.

FURTHER AFFIANT SAYETH NOT.

Karen Mika
Karen Mika

28 SWORN TO and SUBSCRIBED BEFORE ME, the undersigned authority, on this day of June, 2019, to certify which witness my signature below.

Patricia Calle
Notary Public
My Commission Expires: 11-29-2020

SEE ATTACHED
FOR NOTARY

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28 day of JUNE, 2019
Date Month Year

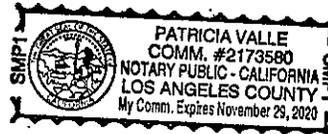
by KAREN MIKA

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:

Patricia Valle
Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT OF KAREN MIKA

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT A2

CAUSE NO. 141-307474-19

VICTOR MIGNOGNA,

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IN THE DISTRICT COURT

Plaintiff,

v.

141ST JUDICIAL DISTRICT

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

Defendants.

TARRANT COUNTY, TEXAS

SUPPLEMENTAL AFFIDAVIT OF KAREN MIKA

STATE OF MICHIGAN

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COUNTY OF

Clenton

BEFORE ME, the undersigned notary public, personally appeared Karen Mika, known to me to be the person whose name is subscribed hereto, and, after being duly sworn, stated the following:

1. My name is Karen Mika. I am over eighteen years of age, am of sound mind, and am fully competent to make this affidavit, and the facts stated here are within my personal knowledge and are true and correct. I am providing this supplemental affidavit to offer additional facts in support of my prior affidavit executed on June 28, 2019.

2. I am Vice President of Operations at Funimation Productions, LLC. I have worked for Funimation since March 2016. As Vice President of Operations, I am in charge of distribution and production of the dubbed anime videos produced by Funimation. In doing so, I oversee Funimation's contracting with voice actors, including with Plaintiff Vic Mignogna and with Monica Rial and Jamie Marchi. For that reason, I am personally familiar with the business

relationship between Funimation and Mignogna, Rial and Marchi, including the scope of services Mignogna, Rial and Marchi provided to Funimation and how they are compensated by Funimation. In addition, I am the ultimate decisionmaker at Funimation with respect to any decision by the company to terminate its business relationship with any of its voice actors.

3. On or about January 16, 2019, in my role as Vice President of Operations at Funimation, I was made aware of negative media and social media attention surrounding Vic Mignogna after the release of *Dragon Ball Super: Broly*. In my role as Funimation's Vice President of Operations, I was responsible for directing Funimation's Human Resources Manager Trina Simon to contact Sony Pictures Entertainment to request an investigation of Vic Mignogna, which Ms. Simon did. Because of my job duties and my involvement in requesting the investigation, I am aware that Tammi Denbow at Sony Pictures Entertainment conducted an investigation of Vic Mignogna. Tammi Denbow reported the results of her investigation to me, and I was the person who made the decision to terminate Mr. Mignogna's contract with Funimation as a result of the investigation. I was the person at Funimation who communicated Funimation's decision to terminate him to Mr. Mignogna via telephone.

4. As stated above, Jamie Marchi and Monica Rial provide voice acting services to Funimation from time to time on an independent contractor basis. A true and correct copy of Ms. Marchi's current Work For Hire Actor's Agreement with Funimation is attached to my affidavit as Exhibit A. True and correct copies of Ms. Rial's current Work For Hire Actor's Agreements are attached to my affidavit as Exhibits B & C. The referenced exhibits have been redacted to exclude Ms. Marchi's and Ms. Rial's home addresses, social security numbers, and hourly rates. Funimation did not control or direct any of the Twitter or other social media posts made by Jamie

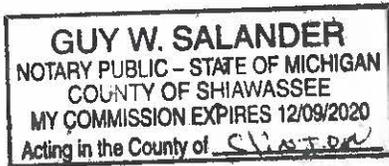
Marchi or Monica Rial about Vic Mignogna. Nor did Funimation control or direct any other communications made by Jamie Marchi or Monica Rial about Vic Mignogna.

THIS CONCLUDES MY AFFIDAVIT.

Karen Mika

Karen Mika

2nd SWORN TO and SUBSCRIBED BEFORE ME, the undersigned authority, on this day of August, 2019, to certify which witness my signature below.



Guy W. Salander

Notary Public

My Commission Expires: _____

EXHIBIT A

WORK FOR HIRE
ACTOR'S AGREEMENT

THIS AGREEMENT is between FUNimation Productions, Ltd., a Texas limited partnership with offices at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas 75028 ("FPL"), and JAMIE MARCHI (SS# [REDACTED]) an individual and citizen of the United States residing at [REDACTED] [REDACTED] ("TALENT").

WITNESS THAT:

WHEREAS FPL is an entertainment production company;

AND WHEREAS TALENT is a professional actor;

AND WHEREAS FPL owns or controls the rights to various audiovisual programs and provides creative and production services for the same and similar programs, all of such programs being referred to herein, individually and collectively, as the "Property." For further clarity, the definition of Property includes any and all audiovisual programs, along with all intellectual property based thereon or related thereto, for which FPL (formerly, currently, or at any time during the term of this Agreement) owns or controls any rights or for which FPL (formerly, currently, or at any time during the term of this Agreement) provides creative or production services in any capacity.

AND WHEREAS FPL wishes to retain the services of Talent on a work-for-hire basis and as an independent contractor to provide voice recording and/or other services or materials for the Property, and Talent agrees to provide such services and materials (the "Materials"), on the terms and conditions set out below. The Materials are further defined to include without limitation all materials in any way associated with the Property that Talent has or shall voice, write, act, compose, draw, edit, enhance, direct, produce, or otherwise create in any way.

NOW THEREFORE, in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- (1) FPL agrees to pay Talent the following, on an independent contract basis as full payment:
 - (a) [REDACTED] for each hour of time logged within FPL's recording studio located at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas or such other recording facility as FPL shall reasonably designate.
 - (b) As further clarification, Talent understands Talent shall not receive any royalties or residuals of any nature and full compensation shall be as stated in (1)(a) above. 
- (2) Term: This Agreement shall be in effect beginning on the date of signing and ending on

December 31, 2017. The Term shall automatically renew for successive one year periods unless either party shall provide to the other written notice of termination not less than thirty (30) days nor more than sixty (60) days prior to the end of the then-current Term.

(3) Talent shall appear and voice act for a reasonable time as needed during the term of this Agreement. However, nothing in this Agreement shall be construed to obligate FPL to provide Talent with any minimum amount of acting work, and all acting work shall be on an as-needed basis determined at the sole discretion of FPL.

(4) Talent shall at all times work diligently and shall perform faithfully, industriously, and to the best of Talent's ability, experience, and talent, all duties that may be required of Talent pursuant to the express and implicit terms of this Agreement, to FPL's reasonable satisfaction.

(5) Talent shall be on a work for hire basis and all Materials created are and shall be the sole and exclusive property of FPL from the time of their creation into eternity. All Materials are and shall be considered Works Made for Hire (as such are defined under the U.S. Copyright Laws) and FPL shall be the author and sole owner and proprietor of copyright and any other right, title or interest in or to the Materials. In the event that it should be determined that any of such Materials do not qualify as a Work Made for Hire, Talent shall and hereby does assign and transfer to FPL Talent's entire right, title, and interest in and to the copyright and all other rights, however acquired, that Talent may have in the Materials. Upon request, Talent will take such steps as are necessary to enable FPL to record such assignment. Talent hereby waives all moral rights in the Materials.

(6) FPL shall have the right but not the duty, to use Talent's name, likeness, and resume in connection with the Property and/or in the credits related to the Property.

(7) FPL shall have the right but not the duty to use, adapt, edit, add to, subtract from, overdub, revise or alter the Materials or any part thereof, to combine the Materials with works of others, and to copy, publish, reproduce, record and exploit the Materials in all media and merchandise, now and hereafter known, without additional compensation to Talent.

(8) Talent agrees that all materials delivered to Talent by FPL are the sole property of FPL and Talent may not duplicate, share, or dispense of these materials. At any time FPL may request for Talent to return or to destroy the materials delivered, and Talent agrees to perform as requested, at FPL's expense.

(9) Talent understands that during the term of Talent's employment Talent has in the past, and will in the future, come into contact with Confidential Information. Confidential Information includes, but is not limited to, the following: all information relating to the methods and systems used to develop and produce the Property and Materials; all information related to the development and substance of all scripts, stories, plotlines, character developments, and the like which are not known to the general public; the terms and contents of this Agreement and of all past and future agreements between Talent and FPL, including but not limited to any information relating to Talent's compensation. Talent agrees that during and after the term of Talent's employment with FPL:

- (a) Talent shall keep secret Confidential Information and not disclose this information to anyone outside of FPL without FPL's prior written consent;
- (b) Except as required by law or for strictly necessary administrative purposes, with respect to such Confidential Information relating to Talent's compensation structure, amount of compensation, or any other monetary or non-monetary benefits received by Talent related to Talent's employment by FPL, Talent shall not divulge this information to anyone, including other persons employed by FPL in any capacity;
- (c) Talent shall not make any use of such Confidential Information for Talent's own purposes or for the benefit of anyone other than FPL; and
- (d) Upon FPL's written request, Talent shall deliver promptly to FPL all software, data, memoranda, notes, records, and other documents, including all copies thereof, constituting or relating to such Confidential Information which Talent may then possess.

(10) Talent agrees that FPL has the sole and exclusive right to Talent's services in connection with the Property and Materials, and that Talent shall not, without the express prior written approval of FPL, engage in any outside appearances, promotions, productions, or performances of any nature, either in person, or recorded or broadcast in any medium now or hereafter known, which in any way relate to or make reference to the Property or Materials, including, without limitation, secondary rights.

(11) The parties understand and agree that the following prohibition shall only apply to jobs or projects (whether paid or unpaid) which relate to the Property or Materials. Talent shall, at no time during the Term or for 18 months thereafter, use, or allow or permit anyone to use, Talent, Talent's services, Talent's name, Talent's likeness or Talent's voice or a recording of Talent's voice in connection with the creation, development, production, manufacture, promotion, distribution, packaging or sale of any product, production, film, video or broadcast, including without limitation a program residing on or accessed via television, cable, live stage, movie studio, CD-ROM, the Internet, an on-line service, or other media now known or hereafter to become known.

(12) This Agreement shall be governed in accordance with the laws of the State of Texas, and the state courts of Tarrant County, Texas shall have exclusive venue and jurisdiction over any dispute arising out of or relating to this Agreement or the performance, non-performance, existence, validity, breach, or termination thereof.

(13) This written Agreement contains the entire agreement between the parties and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that such party has relied on such party's own judgment in entering into the Agreement. The parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with such party's dealings with the other.

(14) A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement shall not be valid unless in writing and executed by the party to be charged, and evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under this Agreement, unless the waiver or modification is in writing, executed by the party to be charged.

(15) This Agreement may be terminated by FPL for Cause upon written notice to Talent. For purposes of this Agreement, "Cause" shall mean an omission, act or action or series of omissions, acts or actions of Talent which constitute(s), cause(s) or result(s) in:

- (a) Talent's failure or refusal to follow the directions of FPL in connection with providing FPL with the services and duties described herein; or
- (b) Talent's failure or refusal to adhere to the terms of this Agreement, or to reasonable policies and regulations established by FPL; or
- (c) Talent acting in a manner which is detrimental to FPL's reputation in the community; or
- (d) The arrest, indictment or conviction for the commission of a crime by Talent.

(16) All notices and other communications required, permitted or desired to be given hereunder must be in writing and sent by U.S. certified mail, return receipt requested, properly addressed to the addresses above, and with all postage or charges fully prepaid, by hand delivery, or by recognized overnight courier service. Date of service by mail and hand delivery is the date on which such notice is received by the addressee. Each party may change its notice information by notifying the other party in writing in accordance with the foregoing.

(17) No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision; and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.


FPL _____ DATE 5/19/17


TALENT _____ DATE 4/17/17

Talent must read the entire Agreement and initial paragraphs (1), (9), (10) and (11) separately after reading each provision.

EXHIBIT B

**WORK FOR HIRE
ACTOR'S AGREEMENT**

THIS AGREEMENT is between FUNimation Productions, Ltd., a Texas limited partnership with offices at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas 75028 ("FPL"), and MONICA RIAL (SS# [REDACTED]) an individual and citizen of the United States residing at [REDACTED] ("TALENT").

WITNESS THAT:

WHEREAS FPL is an entertainment production company;

AND WHEREAS TALENT is a professional actor;

AND WHEREAS FPL owns or controls the rights to various audiovisual programs and provides creative and production services for the same and similar programs, all of such programs being referred to herein, individually and collectively, as the "Property." For further clarity, the definition of Property includes any and all audiovisual programs, along with all intellectual property based thereon or related thereto, for which FPL (formerly, currently, or at any time during the term of this Agreement) owns or controls any rights or for which FPL (formerly, currently, or at any time during the term of this Agreement) provides creative or production services in any capacity.

AND WHEREAS FPL wishes to retain the services of Talent on a work-for-hire basis and as an independent contractor to provide voice recording and/or other services or materials for the Property, and Talent agrees to provide such services and materials (the "Materials"), on the terms and conditions set out below. The Materials are further defined to include without limitation all materials in any way associated with the Property that Talent has or shall voice, write, act, compose, draw, edit, enhance, direct, produce, or otherwise create in any way.

NOW THEREFORE, in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- (1) FPL agrees to pay Talent the following, on an independent contract basis as full payment:
 - (a) [REDACTED] for each hour of time logged within FPL's recording studio located at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas or such other recording facility as FPL shall reasonably designate.
 - (b) As further clarification, Talent understands Talent shall not receive any royalties or residuals of any nature and full compensation shall be as stated in (1)(a) above. MR/KRT
 - (c) Talent shall be guaranteed a minimum of 2 hours of pay per recording session.

(d)

(2) Term: This Agreement shall be in effect beginning on the date of signing and ending on December 31, 2017. The Term shall automatically renew for successive one year periods unless either party shall provide to the other written notice of termination not less than thirty (30) days nor more than sixty (60) days prior to the end of the then-current Term.

(3) Talent shall appear and voice act for a reasonable time as needed during the term of this Agreement. However, nothing in this Agreement shall be construed to obligate FPL to provide Talent with any minimum amount of acting work, and all acting work shall be on an as-needed basis determined at the sole discretion of FPL.

(4) Talent shall at all times work diligently and shall perform faithfully, industriously, and to the best of Talent's ability, experience, and talent, all duties that may be required of Talent pursuant to the express and implicit terms of this Agreement, to FPL's reasonable satisfaction.

(5) Talent shall be on a work for hire basis and all Materials created are and shall be the sole and exclusive property of FPL from the time of their creation into eternity. All Materials are and shall be considered Works Made for Hire (as such are defined under the U.S. Copyright Laws) and FPL shall be the author and sole owner and proprietor of copyright and any other right, title or interest in or to the Materials. In the event that it should be determined that any of such Materials do not qualify as a Work Made for Hire, Talent shall and hereby does assign and transfer to FPL Talent's entire right, title, and interest in and to the copyright and all other rights, however acquired, that Talent may have in the Materials. Upon request, Talent will take such steps as are necessary to enable FPL to record such assignment. Talent hereby waives all moral rights in the Materials.

(6) FPL shall have the right but not the duty, to use Talent's name, likeness, and resume in connection with the Property and/or in the credits related to the Property.

(7) FPL shall have the right but not the duty to use, adapt, edit, add to, subtract from, overdub, revise or alter the Materials or any part thereof, to combine the Materials with works of others, and to copy, publish, reproduce, record and exploit the Materials in all media and merchandise, now and hereafter known, without additional compensation to Talent.

(8) Talent agrees that all materials delivered to Talent by FPL are the sole property of FPL and Talent may not duplicate, share, or dispense of these materials. At any time FPL may request for Talent to return or to destroy the materials delivered, and Talent agrees to perform as requested, at FPL's expense.

(9) Talent understands that during the term of Talent's employment Talent has in the past, and will in the future, come into contact with Confidential Information. Confidential Information includes, but is not limited to, the following: all information relating to the methods and systems used to develop and produce the Property and Materials; all information related to the development and substance of all scripts, stories, plotlines, character developments, and the like which are not known to the general public; the terms and contents of this Agreement and of all past and future agreements between Talent and FPL, including but not limited to any

information relating to Talent's compensation. Talent agrees that during and after the term of Talent's employment with FPL:

- (a) Talent shall keep secret Confidential Information and not disclose this information to anyone outside of FPL without FPL's prior written consent;
- (b) Except as required by law or for strictly necessary administrative purposes, with respect to such Confidential Information relating to Talent's compensation structure, amount of compensation, or any other monetary or non-monetary benefits received by Talent related to Talent's employment by FPL, Talent shall not divulge this information to anyone, including other persons employed by FPL in any capacity;
- (c) Talent shall not make any use of such Confidential Information for Talent's own purposes or for the benefit of anyone other than FPL; and
- (d) Upon FPL's written request, Talent shall deliver promptly to FPL all software, data, memoranda, notes, records, and other documents, including all copies thereof, constituting or relating to such Confidential Information which Talent may then possess. MR/KRT

(10) Talent agrees that FPL has the sole and exclusive right to Talent's services in connection with the Property and Materials, and that Talent shall not, without the express prior written approval of FPL, engage in any outside appearances, promotions, productions, or performances of any nature, either in person, or recorded or broadcast in any medium now or hereafter known, which in any way relate to or make reference to the Property or Materials, including, without limitation, secondary rights. MR/KRT

(11) The parties understand and agree that the following prohibition shall only apply to jobs or projects (whether paid or unpaid) which relate to the Property or Materials. Talent shall, at no time during the Term or for 18 months thereafter, use, or allow or permit anyone to use, Talent, Talent's services, Talent's name, Talent's likeness or Talent's voice or a recording of Talent's voice in connection with the creation, development, production, manufacture, promotion, distribution, packaging or sale of any product, production, film, video or broadcast, including without limitation a program residing on or accessed via television, cable, live stage, movie studio, CD-ROM, the Internet, an on-line service, or other media now known or hereafter to become known. MR/KRT

(12) This Agreement shall be governed in accordance with the laws of the State of Texas, and the state courts of Tarrant County, Texas shall have exclusive venue and jurisdiction over any dispute arising out of or relating to this Agreement or the performance, non-performance, existence, validity, breach, or termination thereof.

(13) This written Agreement contains the entire agreement between the parties and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that such party has relied on such party's own judgment in entering into the Agreement. The parties further acknowledge that any statements or representations that may

have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with such party's dealings with the other.

(14) A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement shall not be valid unless in writing and executed by the party to be charged, and evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under this Agreement, unless the waiver or modification is in writing, executed by the party to be charged.

(15) This Agreement may be terminated by FPL for Cause upon written notice to Talent. For purposes of this Agreement, "Cause" shall mean an omission, act or action or series of omissions, acts or actions of Talent which constitute(s), cause(s) or result(s) in:

- (a) Talent's failure or refusal to follow the directions of FPL in connection with providing FPL with the services and duties described herein; or
- (b) Talent's failure or refusal to adhere to the terms of this Agreement, or to reasonable policies and regulations established by FPL; or
- (c) Talent acting in a manner which is detrimental to FPL's reputation in the community; or
- (d) The arrest, indictment or conviction for the commission of a crime by Talent.

(16) All notices and other communications required, permitted or desired to be given hereunder must be in writing and sent by U.S. certified mail, return receipt requested, properly addressed to the addresses above, and with all postage or charges fully prepaid, by hand delivery, or by recognized overnight courier service. Date of service by mail and hand delivery is the date on which such notice is received by the addressee. Each party may change its notice information by notifying the other party in writing in accordance with the foregoing.

(17) No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision; and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

FPL

4/26/17
DATE

Monica Rial
TALENT

4-11-17
DATE

Talent must read the entire Agreement and initial paragraphs (1), (9), (10) and (11) separately after reading each provision.

EXHIBIT C

**WORK FOR HIRE
ACTOR'S AGREEMENT**

THIS AGREEMENT is between FUNimation Productions, Ltd., a Texas limited partnership with offices at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas 75028 ("FPL"), and Monica Rial (SS# [REDACTED]), an individual and citizen of the United States residing at [REDACTED] ("TALENT").

WITNESS THAT:

WHEREAS FPL is an entertainment production company;

AND WHEREAS TALENT is a professional actor;

AND WHEREAS FPL owns or controls the rights to various audiovisual programs and provides creative and production services for the same and similar programs, all of such programs being referred to herein, individually and collectively, as the "Property." For further clarity, the definition of Property includes: (x) a certain animated television series known as "DragonBall Z Super" (hereafter, the "Series"), and (y) any and all audiovisual programs, along with all intellectual property based thereon or related thereto, for which FPL (formerly, currently, or at any time during the term of this Agreement) owns or controls any rights or for which FPL (formerly, currently, or at any time during the term of this Agreement) provides creative or production services in any capacity.

AND WHEREAS FPL wishes to retain the services of Talent on a work-for-hire basis and as an independent contractor to provide voice recording and/or other services or materials for the Property, and Talent agrees to provide such services and materials (the "Materials"), on the terms and conditions set out below. The Materials are further defined to include without limitation all materials in any way associated with the Property that Talent has or shall voice, write, act, compose, draw, edit, enhance, direct, produce, or otherwise create in any way.

NOW THEREFORE, in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- (1) FPL agrees to pay Talent the following, on an independent contract basis as full payment:
 - (a) [REDACTED] for each hour of time logged, at a minimum booking of 4 (four) hours, within FPL's recording studio located at 1200 Lakeside Parkway, Building 1, Flower Mound, Texas or such other recording facility as FPL shall reasonably designate, provided, however, that pickup sessions will be paid at an hourly rate of [REDACTED] and will not be subject to any

required minimum hours.

(b) As further clarification, Talent understands Talent shall not receive any royalties or residuals of any nature and full compensation shall be as stated in (1)(a) above.

(2) **Term:** This Agreement shall be in effect beginning on the date of signing and ending on the earlier of December 31, 2017 or the conclusion of voice work on the Series. The Term shall automatically renew for successive one year periods unless either party shall provide to the other written notice of termination not less than thirty (30) days nor more than sixty (60) days prior to the end of the then-current Term.

(3) Talent shall appear and voice act for a reasonable time as needed during the Term of this Agreement. However, nothing in this Agreement shall be construed to obligate FPL to provide Talent with any minimum amount of acting work, and all acting work shall be on an as-needed basis determined at the sole discretion of FPL.

(4) Talent shall at all times work diligently and shall perform faithfully, industriously, and to the best of Talent's ability, experience, and talent, all duties that may be required of Talent pursuant to the express and implicit terms of this Agreement, to FPL's reasonable satisfaction.

(5) Talent shall be on a work for hire basis and all Materials created are and shall be the sole and exclusive property of FPL from the time of their creation into eternity. All Materials are and shall be considered Works Made for Hire (as such are defined under the U.S. Copyright Laws) and FPL shall be the author and sole owner and proprietor of copyright and any other right, title or interest in or to the Materials. In the event that it should be determined that any of such Materials do not qualify as a Work Made for Hire, Talent shall and hereby does assign and transfer to FPL Talent's entire right, title, and interest in and to the copyright and all other rights, however acquired, that Talent may have in the Materials. Upon request, Talent will take such steps as are necessary to enable FPL to record such assignment. Talent hereby waives all moral rights in the Materials.

(6) FPL shall have the right but not the duty, to use Talent's name, likeness, and resume in connection with the Property and/or in the credits related to the Property.

(7) FPL shall have the right but not the duty to use, adapt, edit, add to, subtract from, overdub, revise or alter the Materials or any part thereof, to combine the Materials with works of others, and to copy, publish, reproduce, record and exploit the Materials in all media, now and hereafter known, without additional compensation to Talent.

(8) Talent agrees that all materials delivered to Talent by FPL are the sole property of FPL and Talent may not duplicate, share, or dispense of these materials. At any time FPL may request for Talent to return or to destroy the materials delivered, and Talent agrees to perform as requested, at FPL's expense.

(9) Talent understands that during the term of Talent's employment Talent has in the past, and will in the future, come into contact with Confidential Information. Confidential Information includes, but is not limited to, the following: all information relating to the methods

and systems used to develop and produce the Property and Materials; all information related to the development and substance of all scripts, stories, plotlines, character developments, and the like which are not known to the general public; the terms and contents of this Agreement and of all past and future agreements between Talent and FPL, including but not limited to any information relating to Talent's compensation. Talent agrees that during and after the term of Talent's employment with FPL:

- (a) Talent shall keep secret Confidential Information and not disclose this information to anyone outside of FPL without FPL's prior written consent;
- (b) Except as required by law or for strictly necessary administrative purposes, with respect to such Confidential Information relating to Talent's compensation structure, amount of compensation, or any other monetary or non-monetary benefits received by Talent related to Talent's employment by FPL, Talent shall not divulge this information to anyone, including other persons employed by FPL in any capacity;
- (c) Talent shall not make any use of such Confidential Information for Talent's own purposes or for the benefit of anyone other than FPL; and
- (d) Upon FPL's written request, Talent shall deliver promptly to FPL all software, data, memoranda, notes, records, and other documents, including all copies thereof, constituting or relating to such Confidential Information which Talent may then possess.

(10) Talent agrees that FPL has the sole and exclusive right to Talent's services in connection with the Property and Materials, and that Talent shall not, without the express prior written approval of FPL, engage in any outside appearances, promotions, productions, or performances of any nature, either in person, or recorded or broadcast in any medium now or hereafter known, which in any way relate to or make reference to the Property or Materials, including, without limitation, secondary rights.

(11) The parties understand and agree that the following prohibition shall only apply to jobs or projects (whether paid or unpaid) which relate to the Property or Materials. Talent shall, at no time during the Term or for 18 months thereafter, use, or allow or permit anyone to use, Talent, Talent's services, Talent's name, Talent's likeness or Talent's voice or a recording of Talent's voice in connection with the creation, development, production, manufacture, promotion, distribution, packaging or sale of any product, production, film, video or broadcast, including without limitation a program residing on or accessed via television, cable, live stage, movie studio, CD-ROM, the Internet, an on-line service, or other media now known or hereafter to become known.

(12) This Agreement shall be governed in accordance with the laws of the State of Texas, and the state courts of Tarrant County, Texas shall have exclusive venue and jurisdiction over any dispute arising out of or relating to this Agreement or the performance, non-performance, existence, validity, breach, or termination thereof.

(13) This written Agreement contains the entire agreement between the parties and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither has made any representation with respect to the subject matter of this Agreement or any

EXHIBIT B

investigation began, Sony Pictures Entertainment's subsidiary Funimation Productions, LLC, had just released an anime feature in which Mr. Mignogna provided the voice for one of the lead characters, and there were allegations on social media that Mr. Mignogna had engaged in inappropriate conduct with female fans at anime conventions.

3. On January 22, 2019, Sony Pictures Entertainment's human resources department asked me to investigate certain allegations made against Mr. Mignogna. Specifically, I was given information by Funimation about allegations from two female fans of inappropriate conduct by Mr. Mignogna that occurred at an anime convention. I was also alerted by Funimation that another of its voice actors, Monica Rial, wanted to share information about her personal experiences with Mr. Mignogna.

4. I conducted telephone interviews of two potential witnesses on January 22, 2019. I then interviewed Monica Rial via telephone on January 23, 2019, about inappropriate conduct that she alleged was directed at her by Mr. Mignogna. On January 24, 2019, I interviewed the two female fans who alleged that Mr. Mignogna engaged in inappropriate conduct at an anime convention. During my investigation, I also learned that a former Funimation employee had also complained about Mr. Mignogna's inappropriate conduct while she was employed at Funimation. Finally, I interviewed Mr. Mignogna by telephone on January 25, 2019, where I asked him questions about the issues involving Monica Rial, the two female fans, and the former Funimation employee.

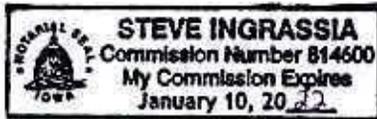
5. Based on my interviews, I concluded that the allegations of inappropriate conduct made against Mr. Mignogna were credible. I reported the same to Sony Pictures Entertainment Human Resources to be communicated to Funimation.

FURTHER AFFIANT SAYETH NOT.

Tammi Denbow

Tammi Denbow

28th SWORN TO and SUBSCRIBED BEFORE ME, the undersigned authority, on this day of June, 2019, to certify which witness my signature below.



Steve V. Ingrassia

Notary Public

My Commission Expires: JAN. 10, 2022

EXHIBIT C1

3. Funimation is an entertainment company that specializes in the dubbing and distribution of foreign content, mostly anime. One of the most popular properties distributed by Funimation is the *Dragon Ball* action-adventure franchise from Japan.

4. Vic Mignogna has provided voice acting services to Funimation for several years, including in features from the *Dragon Ball* franchise. In 2018, Funimation cast Mr. Mignogna as the English voice for “Broly,” the lead character in the fantasy anime martial arts film *Dragon Ball Super: Broly*. Funimation released *Dragon Ball Super: Broly* on January 16, 2019.

5. Allegations of misconduct against Mr. Mignogna began to receive media and social media attention in January 2019, with the publication of articles by Anime News Network and Polygon.com as well as tweets and social media posts from members of the anime community. During this same time and through today supporters of Mr. Mignogna, many of whom adopted the hashtag *#IStandwithVic*, threatened and harassed members of the anime community and others who supported the women who alleged misconduct by Mr. Mignogna, who used the hashtag *#KickVic*.

6. By late January, Funimation had received inquiries on social media and from the media whether Funimation intended to take any action or make any statement with respect to Mr. Mignogna. Due to the continued publicity surrounding Vic, including the allegations against him about inappropriate treatment of women, Funimation decided to issue a short statement via Twitter regarding its decision to end its relationship with Mignogna, which Funimation did on February 11, 2019. A true and correct copy of Funimation’s tweet is attached to Funimation’s TCPA Motion. The purpose of the first tweet on February 11th was to inform the anime public of Funimation’s decision to end its relationship with Mr. Mignogna. At the same time and in the same twitter thread, Funimation added the following sentence to its tweet: “Part of our core mission is to celebrate the

diversity of the anime community and to share our love for this genre and to support its positive impact on all. We do not [condone] any kind of harassment or threatening behavior being directed at anyone.” The purpose of this additional tweet was to respond to the continued heated back-and-forth among anime fans about Mr. Mignogna and was an effort to encourage civility in the anime community. Funimation nowhere stated or implied in any of its tweets that Mr. Mignogna had engaged in any harassment or intimidation, sexual or otherwise.

7. Funimation’s February 11, 2019, tweets were truthful. I am aware that an investigation of Mr. Mignogna was conducted, that Funimation recast Mr. Mignogna in *Morose Mononokean 2*, and that Funimation will not be engaging Mr. Mignogna in future productions. In addition, part of Funimation’s core mission is to celebrate the diversity of the anime community and to share its love for this genre and its positive impact on all, as stated in Funimation’s February 11, 2019, tweet. Further, Funimation does not condone any kind harassment or threatening behavior directed at anyone. No statement by Funimation in its February 11, 2019, tweets is intended to defame Mr. Mignogna in any way; nor do the statement imply that Mr. Mignogna engaged in any harassing or threatening behavior. Funimation has not made any other public statement about Mr. Mignogna since its tweets on February 11, 2019.

8. True and correct copies of the following exhibits are attached to Funimation’s TCPA Motion:

- Exhibit D Mr. Mignogna’s January 20, 2019 tweet.
- Exhibit E Polygon.com’s January 25, 2019 article about Mr. Mignogna
- Exhibit F Anime News Network’s January 30, 2019 article about Mr. Mignogna
- Exhibit G Anime News Network’s February 4, 2019 article about Mr. Mignogna
- Exhibit H Anime News Network’s February 5, 2019 article about Mr. Mignogna

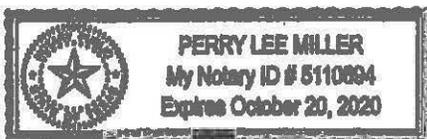
- Exhibit I Polygon.com's February 5, 2019 article about Mr. Mignogna
- Exhibit J Mr. Mignogna's February 8, 2019 tweet
- Exhibit K Anime News Network's February 9, 2019 article about Mr. Mignogna
- Exhibit L Funimation's February 11, 2019 tweet
- Exhibit M Polygon.com's February 11, 2019 article about Mr. Mignogna
- Exhibit N Mr. Mignogna's February 13, 2019 tweet
- Exhibit O Anime News Network's February 14, 2019 article about Mr. Mignogna
- Exhibit P IO9's February 19, 2019 article about Mr. Mignogna
- Exhibit Q Anime News Network's February 20, 2019 article about swatting incident
- Exhibit R Anime News Network's February 20, 2019 article about Monica Rial
- Exhibit S Screenrant's February 25, 2019 article about Mr. Mignogna
- Exhibit T Anime News Network's March 24, 2019 article about Mr. Mignogna
- Exhibit U Newsweek's April 19, 2019 article about Mr. Mignogna
- Exhibit V Polygon.com's April 19, 2019 article about Mr. Mignogna
- Exhibit W Variety's April 19, 2019 article about Mr. Mignogna

FURTHER AFFIANT SAYETH NOT.



 Scott Barretto

SWORN TO and SUBSCRIBED BEFORE ME, the undersigned authority, on this 28th day of June, 2019, to certify which witness my signature below.





 Notary Public
 My Commission Expires: 10/20/20

EXHIBIT C2

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

141ST JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

SUPPLEMENTAL AFFIDAVIT OF SCOTT BARRETTO

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned notary public, personally appeared Scott Barretto, known to me to be the person whose name is subscribed hereto, and, after being duly sworn, stated the following:

1. My name is Scott Barretto. I am over eighteen years of age, am of sound mind, and am fully competent to make this affidavit, and the facts stated here are within my personal knowledge and are true and correct. I am providing this supplemental affidavit to offer additional information in support of my prior affidavit executed on June 28, 2019. The exhibits referenced in this affidavit are the same exhibits attached to my prior affidavit.

2. I am Senior Director of Public Relations at Funimation Productions, LLC, which position I have held since September 2018. I have provided public relations-related services to Funimation since 2015. As Senior Director of Public Relations at Funimation, I am familiar with Funimation’s media and social media-related activities and I monitor media and social media posts

related to Funimation. In my job, I am the chief spokesperson for Funimation. I handle all outbound and inbound media inquiries for Funimation. I routinely draft press releases and press statements and review communications for Funimation's Twitter account @FUNimation, which necessarily requires me to have knowledge of what is going on at Funimation with respect to its productions, its talent and its corporate policies as part of my day-to-day activities at the company. As chief spokesperson for Funimation, my job duties also require me to be aware of all media attention related to Funimation's productions and talent, including media attention to voice actors who appear in Funimation's productions. In my job, I regularly and actively monitor print and online media related to Funimation's business, including business trade press, online news and press about the anime industry and community. I do so by performing searches, e.g., Google, and by regularly checking the websites for online publications and media outlets such as Anime News Network (www.animenewsnetwork.com), Polygon (www.polygon.com), IO9 (io9.gizmodo.com), Screen Rant (screenrant.com), Newsweek (www.newsweek.com), and Variety (variety.com), among others. My job duties also require me to monitor social media on a regular basis for information related to Funimation by using social media monitoring tools such as Social Studio (socialstudio.radian6.com), TweetDeck (tweetdeck.twitter.com), and ListenFirst (www.listenfirstmedia.com). In the performance of my job duties at Funimation during 2019, I regularly monitored media and social media resources for information related to Vic Mignogna.

3. As I stated in my prior affidavit, allegations of misconduct against Mignogna began to receive media and social media attention in January 2019, with the publication of articles by Anime News Network and Polygon.com as well as tweets and social media posts from members of the anime community. Examples of such media attention were attached to my prior affidavit. During this same time and through today, supporters of Mignogna, many of whom adopted the

hashtag *#IStandwithVic*, threatened and harassed members of the anime community and others who supported the women who alleged misconduct by Mignogna, who used the hashtag *#KickVic*.

4. By late January, Funimation had received inquiries on social media and from the media whether Funimation intended to take any action or make any statement with respect to Mignogna. Due to the continued publicity surrounding Mignogna, including the allegations against him about inappropriate treatment of women referenced in the online media attached to my prior affidavit, Funimation decided to issue a short statement via Twitter regarding its decision to end its relationship with Mignogna, which Funimation did on February 11, 2019. I drafted Funimation's February 11, 2019 tweets in my role of Senior Director of Public Relations at Funimation. A true and correct copy of Funimation's tweets are attached to Funimation's TCPA Motion as Exhibit L. The purpose of the first tweet on February 11th was to inform the anime public of Funimation's decision to end its relationship with Mignogna, which was a subject of public concern based on public attention paid to the Mignogna situation in the media and on social media. At the same time and in the same twitter thread, Funimation added the following sentence to its tweet: "Part of our core mission is to celebrate the diversity of the anime community and to share our love for this genre and to support its positive impact on all. We do not [condone] any kind of harassment or threatening behavior being directed at anyone." The purpose of this additional tweet was to respond to the continued heated back-and-forth among anime fans about Mignogna and was an effort to encourage civility in the anime community. Funimation nowhere stated or implied in any of its tweets that Mignogna had engaged in any harassment or intimidation, sexual or otherwise. I am aware of the purpose of Funimation's tweets because I drafted them for the company in my role of Senior Director of Public Relations.

5. Funimation's February 11, 2019, tweets were truthful. In my role of Senior Director of Public Relations for Funimation, I am aware that an investigation of Mignogna was conducted, that Funimation recast Mr. Mignogna in *Morose Mononokean 2*, and that Funimation will not be engaging Mr. Mignogna in future productions. In addition and for the same reason, I am aware that part of Funimation's core mission is to celebrate the diversity of the anime community and to share its love for this genre and its positive impact on all, as stated in Funimation's February 11, 2019, tweet. Further, Funimation does not condone any kind of harassment or threatening behavior directed at anyone. No statement by Funimation in its February 11, 2019, tweets is intended to defame Mignogna in any way; nor do the statements imply that Mignogna engaged in any harassing or threatening behavior. Funimation has not made any other public statement about Mignogna since its tweets on February 11, 2019.

6. True and correct copies of the following original online publications and tweets are attached to Funimation's TCPA Motion:

Exhibit D Mignogna's January 20, 2019 tweet.

Exhibit E Polygon.com's January 25, 2019 article entitled "Dragon Ball Super: Broly voice actor responds to sexual harassment, homophobia claims" by Petrana Radulovic.

Exhibit F Anime News Network's January 30, 2019 article entitled "Far From Perfect: Fans Recount Unwanted Affection from Voice Actor Vic Mignogna," by Lynzee Loveridge.

Exhibit G Anime News Network's February 4, 2019 article entitled "Vic Mignogna No Longer a Member of RWBY Cast," by Lynzee Loveridge.

Exhibit H Anime News Network's February 5, 2019 article entitled "Vic Mignogna Replaced in Morose Mononokean English Dub Cast (Update)," by Karen Ressler.

Exhibit I Polygon.com's February 5, 2019 article entitled "Rooster Teeth cuts ties with anime voice actor Vic Mignogna amid harassment reports" by Allegra Frank.

Exhibit J Mignogna's February 8, 2019 tweet.

- Exhibit K Anime News Network’s February 9, 2019 article entitled “Rosario + Vampire Dub VA Jamie Marchi Alleges Mignogna Grabbed, Pulled Her Hair,” by Lynzee Loveridge.
- Exhibit L Funimation’s February 11, 2019 tweet.
- Exhibit M Polygon.com’s February 11, 2019 article entitled “Funimation removes voice actor Vic Mignogna from anime, while harassment allegations keep growing” by Petrana Radulovic.
- Exhibit N Mignogna’s February 13, 2019 tweet.
- Exhibit O Anime News Network’s February 14, 2019 article entitled “Dub Voice Actor Vic Mignogna Issues Statement: 'Taking Time to Recommit to God, Seeking Help,'” by Lynzee Loveridge.
- Exhibit P IO9’s February 19, 2019 article entitled “One of Anime’s Biggest Voices Accused of Sexual Harassment,” by Beth Elderkin.
- Exhibit Q Anime News Network’s February 20, 2019 article entitled “Police Report: Dub Voice Actress' Door Damaged, Classified Criminal Mischief,” by Lynzee Loveridge
- Exhibit R Anime News Network’s February 20, 2019 article entitled “Bulma Voice Actress Monica Rial Shares Alleged Inappropriate Encounters With Vic Mignogna,” by Rafael Pineda.
- Exhibit S Screen Rant’s February 25, 2019 article entitled “Anime Voice Actor Vic Mignogna Accused Of Sexual Harassment,” by Phillip Tinner.
- Exhibit T Anime News Network’s March 24, 2019 article entitled ” Multiple Voice Actors Cancel Kameha Con Appearances Amid Vic Mignogna Controversy,” by Lynzee Loveridge.
- Exhibit U Newsweek’s April 19, 2019 article entitled “Vic Mignogna, Voice Actor Who Plays Broly in ‘Dragon Ball’ Movies & Games, Sues Funimation for Defamation,” by Just Lunning.
- Exhibit V Polygon.com’s April 19, 2019 article entitled “Anime voice actor Vic Mignogna sues Funimation after sexual misconduct fallout,” by Petrana Radulovic.
- Exhibit W Variety’s April 19, 2019 article entitled “Accused of Sexual Harassment, Vic Mignogna Sues Funimation,” by Liz Lanier.

The above articles from the referenced publications were obtained by searching the websites for each of the referenced publications and by printing true and correct copies of the original articles

from the referenced dates from the websites. Online comments made to the articles were then excluded from the copies submitted to the Court. True and correct copies of the above original tweets were obtained from Mignogna's and Funimation's respective Twitter accounts.

THIS CONCLUDES MY AFFIDAVIT.



Scott Barretto

5 ^{August} ~~July~~ ₂₃ **SWORN TO and SUBSCRIBED BEFORE ME**, the undersigned authority, on this day of July, 2019, to certify which witness my signature below.





Notary Public
My Commission Expires: 8-8-2022