

CAUSE NO. 141-307474-19

VICTOR MIGNOGNA,
Plaintiff,

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IN THE DISTRICT COURT

v.

141ST JUDICIAL DISTRICT

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

TARRANT COUNTY, TEXAS

**DEFENDANT JAMIE MARCHI'S
MOTION TO DETERMINE SANCTIONS AND ATTORNEY'S FEES**

TO THE HONORABLE COURT:

Defendant JAMIE MARCHI (“Marchi” or “Defendant”) asks this Court to determine the amounts of sanctions and attorney’s fees to which she is entitled pursuant to TEX. CIV. PRAC. & REM. CODE §27.009(a), and in support hereof respectfully shows:

I. THIS CASE WAS ALWAYS A GAME TO PLAINTIFF¹



II. FACTUAL AND PROCEDURAL HISTORY

1. Plaintiff’s claims against Marchi were never genuine, never brought in good faith, and never supportable pursuant to any reasonable legal theory under Texas law.²

¹ https://youtu.be/zo1k0mzBO_U (Aug. 1, 2019).

² Marchi asks the Court to take judicial notice of its file, with particular emphasis on Marchi’s filings and Plaintiff’s responsive pleadings thereto, if any. Marchi also incorporates by reference the evidence and arguments made a part of Defendants Monic Rial’s, Ron Toye’s, and Funimation’s motions for fees and sanctions.

2. Plaintiff filed his SLAPP lawsuit against Marchi on or about April 18, 2019. Marchi promptly answered on May 31, 2019 after being served with process. On July 19, 2019, Marchi filed her Motion to Dismiss Pursuant to the Texas Citizens Participation Act (the “TCPA Motion”). After continuing the initial hearing setting on Marchi’s TCPA Motion and the other defendants’ motions to dismiss, the Court heard all defendants’ motions to dismiss on September 6, 2019, at which time the Court dismissed all claims against Marchi. On October 5, 2019, the Court dismissed all other claims asserted against the remaining defendants in this matter.

III. EVIDENCE IN SUPPORT OF MOTION

3. In support of this Motion, Marchi relies upon the following competent evidence, all of which is incorporated herein by reference:

DESCRIPTION OF EVIDENCE	ABBREVIATION	EXHIBIT
Letter from T. Beard to J. Marchi	Take-Down Ltr.	A
Deposition of Victor Mignogna	Mignogna Depo.	B
Declaration of Jamie Marchi	Marchi Dec.	C
Tweet by Stan Dahlin	Dahlin Tweet	D
Examples of “Dammit Nick” T-Shirt	Dammit Nick Shirt	E
Photographs of Plaintiff, Counsel, and Nick Rekieta	Team Photos	F
Declaration of Samuel H. Johnson	Johnson Dec.	G

IV. ARGUMENT & AUTHORITIES – SANCTIONS

4. Defendant asks the Court to award sanctions in her favor against Plaintiff for not less than \$50,000.00.

5. Because the Court ordered dismissal of Plaintiff’s legal action against Marchi, the Court is required to award Marchi sanctions for having to defend against Plaintiff’s illegitimate legal action. TEX. CIV. PRAC. & REM. CODE §27.009(a). The Texas Legislature mandated sanctions under the TCPA in an amount “sufficient...to deter the party who brought the legal action from bringing similar actions.” TEX. CIV. PRAC. & REM. CODE §27.009(a). There is little jurisprudence

directly on point to offer the Court guidance as to what factors should be considered in achieving the purpose of the TCPA, however the 14th District Court of Appeals in Houston recently examined a broad set of considerations. *See generally Landry's, Inc. v. Animal Legal Def. Fund*, 566 S.W.3d 41, 71-72 (Tex. App.—Houston [14th Dist.] 2018, pet. denied) (*citing Lowe v. Henry*, 221 S.W.3d 609, 620 n.5 (Tex. 2007)). Understanding that the Court is well aware of the factual and procedural history leading to this point, Marchi has compressed such considerations for brevity and judicial economy.

A. Plaintiff's Claims Were Always Fraught With Frivolity and Bad Faith

6. From the very first substantive communicate sent by Plaintiff, it was clear he knew he had no basis in law or fact to assert claims against Marchi. As stated in Marchi's TCPA Motion, three of the four complained-of tweets didn't even reference Plaintiff, and Plaintiff's lawyers failed to muster a colorable argument, even outside the bounds of the *Texas Rules of Civil Procedure*.³ Though some of Marchi's tweets could be argued to contain strongly worded hyperbole, they always fell far short of fitting into even the most liberal construction of a defamation claim. Indeed, Marchi's name only appears substantively 8 times in all of Plaintiff's 14-page Original Petition,⁴ and 9 times in Plaintiff's 14-page Amended Petition.⁵ Only one of the tweets from Plaintiff's take-down letter even appears in any iteration of Plaintiff's petitions, and it is not the tweet that actually references Plaintiff.⁶

7. After having filed his dubious claims and presumably prepared for testimony with his attorney, Plaintiff could still not point to the nature of the defamatory claims upon which he

³ Take-Down Ltr. (Ex. A).

⁴ *See generally* Pl.'s Orig. Pet.

⁵ *See generally* Pl.'s Amnd. Pet.

⁶ *See generally* Pl.'s Orig. Pet., Pl.'s Amnd. Pet.

brought suit.⁷ Only one tweet referenced Plaintiff by name or alleged any act by him, and in his own deposition, **Plaintiff admitted Marchi's allegations were true**,⁸ leaving us all to wonder even more why Marchi was ever in this lawsuit in the first place.

8. If any question remained as to the fact that Plaintiff neither had nor desired a genuine legal dispute with Marchi, that question was answered with resounding silence when he finally filed his response to Marchi's TCPA Motion. As pointed out in her Reply thereto, **in all of his 1,888-page "response," Plaintiff did not cite to a single piece of credible evidence relating to Marchi.** More specifically, 45 days after Marchi filed her TCPA Motion, and 5 months after Plaintiff filed his Original Petition, Plaintiff was unable to – and did not even attempt to – file a single shred of evidence pointing to Marchi or her alleged misdeeds. Why? Because this lawsuit was never about justice or equity; only about “grinding” Marchi “into dust.”⁹

B. Defendant's Incurred Out-Of-Pocket Expenses in Defending Against Plaintiff's Claims are Reasonable and Necessary

9. Marchi incorporates by reference her arguments and cited evidence in Section V below.

C. Defendant Has Endured Extreme and Unwarranted Distress and Prejudice As a Result of Plaintiff's and His Comrades' Hatemongering

10. The impact on Marchi's life wrought by Plaintiff's and his followers' actions is somewhat difficult to state with any measure of objectivity. From threats against Defendant's life, to indirect threats against her fiancé's children, to a noticeable reduction in her recording and convention work, Defendant anticipates that the consequences will continue to permeate her life

⁷ Mignogna Depo. p. 245, line 21 – p. 252, line 1 (Ex. B).

⁸ Mignogna Depo. p. 218, lines 4-18 (Ex. B).

⁹ This quote is drawn from Plaintiff's and Plaintiff's Counsel's friend and alleged Minnesota attorney, Nick Rekieta, on his YouTube channel. <https://youtu.be/aaazoGTvqZU?t=3034> (Jul. 9, 2019)

for years to come.¹⁰ Defendant has been “doxed” by various of Plaintiff’s minions, most notably on the KiwiFarms website, which Plaintiff’s counsel has come to rely on as an additional – if illicit – research arm of his law firm,¹¹ meaning that information about her family, home, and other details have been compiled as a means of giving Plaintiff’s followers information with which to harass her.¹²

11. As soon as Plaintiff commenced this lawsuit, several conventions declined to keep Defendant on as a guest.¹³ Defendant has endured threats and interruptions at conventions that she has attended.¹⁴ Even after filing her methodical TCPA Motion and having it granted as to all counts against her, Defendant has continued to receive death threats.¹⁵

D. Plaintiff and Plaintiff’s Counsel Almost Certainly Bear Joint Culpability

12. Defendant does not lightly make this assertion, and Defendant’s counsel has never before felt that such a unity between the acts of a party and that party’s counsel warrant such a statement. Under these circumstances, however, it is nearly impossible to separate them.

13. As the Court is already aware, an alleged Minnesota attorney named Nick Rekieta started a GoFundMe page for the express purpose of funding Plaintiff’s crusade against his victims, including Defendant.¹⁶ Interestingly, though, the GoFundMe page identifies Plaintiff’s counsel, not Plaintiff, as the beneficiary of the funds raised.¹⁷ Though Plaintiff testified in his deposition that he and Mr. Rekieta have little to no connection,¹⁸ it appears from individuals such as Stan Dahlin – who purportedly provided testimony for Plaintiff’s “response” to defendants’ TCPA

¹⁰ Marchi Dec. ¶5 (Ex. C).

¹¹ Marchi Dec. ¶2 (Ex. C).

¹² Marchi Dec. ¶2 (Ex. C).

¹³ Marchi Dec. ¶3 (Ex. C).

¹⁴ Marchi Dec. ¶¶3-4 (Ex. C).

¹⁵ Marchi Dec. ¶2; *see also* Ex. C-1.

¹⁶ <https://www.gofundme.com/f/vic-kicks-back>

¹⁷ *Id.*

¹⁸ Mignogna Depo. p. 33, lines 11-14 (Ex. B).

motions – that Plaintiff and Mr. Rekieta are indeed quite close, recently vacationing together in Hawaii.¹⁹

14. Plaintiff’s counsel has also appeared numerous times on Mr. Rekieta’s programs on YouTube, even sponsoring and wearing a shirt mocking this Court’s proceedings.²⁰ Plaintiff’s counsel has further published and admired photographs and additional fan “art” depicting himself, Plaintiff, and Mr. Rekieta as a team.²¹

**E. An Appropriate Sanction Will Necessarily
Account for the Quarter-Million Dollar War Chest from Which Plaintiff Has Benefitted**

15. As stated above, Plaintiff has had a GoFundMe war chest started, managed, and presumably spent for him, allowing Plaintiff and his counsel to wreak havoc on Plaintiff’s victims’ lives at almost no cost or expense to anyone other than the victims themselves. As of the filing of this Motion, the GoFundMe page has raised almost \$260 thousand.²² Plaintiff testified in his deposition both that he had not paid his own lawyers for bringing this suit on his behalf, and that he anticipated filing additional lawsuits.²³ Indeed, Plaintiff has also testified under oath that he’s earned over \$161,000 this year in convention appearance revenue alone. If the sanction is intended to deter Plaintiff and others like him from bringing their malcontent and bully tactics into Texas courts, this Court must account for and work around the extensive financial cushion already surrounding him.

V. ARGUMENT & AUTHORITIES – ATTORNEY’S FEES

16. Defendant asks the Court to award her reasonable attorney’s fees in the amount of \$48,137.50 and costs in the amount of \$354.01.

¹⁹ Dahlin Tweet (Ex. D).

²⁰ Dammit Nick Shirt (Ex. E); https://youtu.be/zo1k0mzBO_U (Aug. 1, 2019).

²¹ Team Photos (Ex. F).

²² <https://www.gofundme.com/f/vic-kicks-back>

²³ Mignogna Depo. p. 45, lines 7-9; p. 50, lines 10-21 (Ex. B)

17. The Court is also required to award Marchi her court costs and reasonable attorney's fees in defending against this legal action. TEX. CIV. PRAC. & REM. CODE §27.009(a). The only requirement for this Court's determination is that the attorney's fees awarded to Marchi must be reasonable. *See DeAngelis v. Protective Parents Coal.*, 556 S.W.3d 836, 861, 863 (Tex. App.—Fort Worth 2018, no pet.).

18. Defendant retained Samuel H. Johnson and the law firm of Johnson & Sparks PLLC ("J&S") on May 7, 2019 to aid her in the defense against Plaintiff's claims in this legal action.²⁴ Pursuant to her engagement letter with J&S, Defendant agreed to pay J&S a very reasonable hourly rate of \$250 per hour for attorney time and \$125 per hour for paralegal time.²⁵ These rates were agreed to after negotiation between Defendant and J&S, as Defendant stated that she could not afford to pay J&S's standard hourly rate of \$350 per hour for attorneys and \$150 per hour for paralegals for protracted, years-long litigation.²⁶

19. In order to incentivize J&S to push for a prompt dismissal, and in recognition of the benefit to Defendant of such, Defendant agreed to pay J&S a bonus rate of \$100 per hour billed if J&S was able to obtain dismissal of all claims against Defendant within six months of the engagement letter (or by October 26, 2019).²⁷

20. Through filing of this Motion, Defendant has incurred 135 attorney hours and 7.1 paralegal hours of billable time.²⁸ Worth nothing is that J&S has also written off, or no-charged, 7.7 attorney hours and 2.8 paralegal hours,²⁹ for which Defendant does not seek an award at this

²⁴ Ex. G-1.

²⁵ Ex. G-1; Johnson Dec. ¶4 (Ex. G).

²⁶ Johnson Dec. ¶4 (Ex. G).

²⁷ Ex. G-1.

²⁸ Ex. G-2; Johnson Dec. ¶5 (Ex. G).

²⁹ Johnson Dec. ¶5 (Ex. G).

time. Thus, Defendant has incurred actual charges of \$47,250.00 in attorney hours and \$887.50 in paralegal hours.³⁰

21. Defendant took extra care to minimize the cost and expense of defending this action.³¹ A review of the Court's file shows that many of the filings were submitted by Defendant's co-defendants and/or Plaintiff.³² Defendant did not call for any of the discovery conducted in this matter, and in fact, did not incur additional fees to mandate Plaintiff's responses to her own written discovery requests but were stayed pursuant to the *Texas Civil Practice & Remedies Code* upon filing of the first TCPA motion to dismiss.³³ Nevertheless, the ambiguity of Plaintiff's claims, the public nature of the claims and participants in this lawsuit, and the technical nature of the TCPA necessitated particular time and care in Defendant's approach to these proceedings.³⁴

22. Defendant also asks the Court to award her contingent attorney's fees in the amount of \$37,500 in the event of an appeal to the Court of Appeals, and a further \$45,000.00 in the event of an appeal to the Texas Supreme Court.

VI. CONCLUSION

23. The TCPA was specifically designed to prevent and punish lawsuits of the type Plaintiff brought against Defendant. In circumstances like these, where a plaintiff has imposed so much burden with none on himself, it is incumbent upon the Court to ensure that he and others similarly situated understand that there will be consequences for attempting to stifle free speech. Despite the lack of a good faith claim or evidence to support it, Plaintiff saw fit to bring Defendant into this case for the sake of silencing her. We who have worked on this case have seen it all along,

³⁰ Ex. G-2; Johnson Dec. ¶5 (Ex. G).

³¹ Johnson Dec. ¶7 (Ex. G).

³² Johnson Dec. ¶7 (Ex. G).

³³ Johnson Dec. ¶7 (Ex. G).

³⁴ Johnson Dec. ¶7 (Ex. G).

and the Court saw it when presented with Defendant's TCPA Motion and Plaintiff's "response" thereto. Except for attending his own deposition, Plaintiff has not engaged in pursuing or proving his claims with any sense of urgency, evincing his true motivations for bringing this legal action in the first place. Law is defined as the "regime that orders human activities and relations through systematic application of the force of politically organized society." Let this case – through the necessary awards of sanctions and fees – be a reminder to Plaintiff that those activities and relations must remain civil and in good faith at all times, including when brought before our judiciary.

WHEREFORE, Defendant Jamie Marchi requests that this Court enter a final judgment awarding her reasonable attorney's fees, expenses, and costs in accordance with the TCPA, entering sanctions against Plaintiff sufficient to deter him from bringing similar actions in the future, and awarding such other and further relief to which Marchi may be justly entitled.

Respectfully submitted,

JOHNSON & SPARKS PLLC

By: 

SAMUEL H. JOHNSON
State Bar No. 24065507
7161 Bishop Road, Suite 220
Plano, Texas 75024
972.918.5274 (phone/fax)
sam@johnsonsparks.com
ATTORNEY FOR DEFENDANT JAMIE MARCHI

CERTIFICATE OF SERVICE

The undersigned does hereby certify that, in accordance with Rule 21a of the *Texas Rules of Civil Procedure*, a true and correct copy of the above and foregoing has been forwarded to all counsel of record on November 4, 2019.



Samuel H. Johnson

EXHIBIT A



BEARD • HARRIS • BULLOCK • HUGHES
ATTORNEYS AT LAW

April 12, 2019

**VIA Certified Mail (7017 1450 0000 6520 0435) and Email
(mymarchi@gmail.com)**

Jamie Marchi
9411 Timberleaf Drive
Dallas, Texas 75243-6123

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

Dear Ms. Marchi:

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

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

- On February 6, 2019 at 9:05 p.m. on Twitter, you stated, “Yes, I want his head. I want his balls. I want him to feel an ounce of the pain he’s cause others and then fucking choke on it. I want you to take his dick out of your ears so you can actually hear reality. But, you know, that’s just me.” This statement is not only defamatory and false but purely malicious. You have not personally witnessed any of the alleged incidents that you claim Mr. Mignogna committed to cause pain to

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SUITE 300
TYLER, TEXAS 75703
O: 903.509.4900

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

FRISCO OFFICE:
7460 WARREN PARKWAY
SUITE 100
FRISCO, TEXAS 75034
O: 903.509.4900

WWW.BEARDANDHARRIS.COM



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ATTORNEYS AT LAW

others. You imply he has committed some type of criminal offense worthy of castration yet have zero facts to validate what led to this threatening, hateful tweet you made toward another human being.

- The Twitter statement on February 8, 2019 at 3:50 p.m. where you told, “Your story” is attached due to the lengthy nature of this tweet. The defamatory parts of this tweet include the statement that “he gave almost all the women at my job the creeps.” Clearly false as he had been working at this company for 15 years and had friends. Your claim that he whispered something “sexual in nature” to you is purely fantasy and is false because you can’t remember what he said. You imply that he yanked your head backwards which implies he committed some type of crime and as you put it “his actions qualify as simple assault.” You emphatically state that he committed a crime, which is defamatory and false. You indicate half a dozen women you personally know came forward with accounts, yet you never witnessed a single “account” personally to be able to comment, which means this statement is false. Furthermore, you call Mr. Mignogna “a predator.” This is defamatory and false because there has never been a criminal action against Mr. Mignogna where a court determined that he was a predator to anyone. This just implies that he is the worst kind of criminal and he clearly, as evidenced by thousands of fans who respect and admire him, is not the truth.

- On February 7, 2019 at 12:32 a.m. you tweeted, “What would Jesus do? Light him on fire and send him to hell.” This statement besides being blasphemous is defamatory and it too is false. There is not a single place in the Bible where Jesus states that he would “light someone on fire and send him to hell.” Jesus spread the message of love for everyone, not vindictiveness and defamation.

- The Twitter statement in the same thread as the previous tweet’s state, “Fighting back does not, in any way, shape or form, make me as bad as Vic.” This statement is defamatory and false because Mr. Mignogna, is not a bad person, but you imply that he is a bad person akin to a criminal.

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

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

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

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

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ATTORNEYS AT LAW

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

Sincerely,

Ty Beard

Cc: Client

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EXHIBIT B

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

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NO. 141-307474-19

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

ORAL AND VIDEOTAPED DEPOSITION OF
VICTOR MIGNOGNA
JUNE 26, 2019

ORAL AND VIDEOTAPED DEPOSITION OF VICTOR MIGNOGNA, produced as a witness at the instance of the DEFENDANTS, and duly sworn, was taken in the above-styled and numbered cause on June 26, 2019, from 10:05 a.m. to 5:39 p.m., before Claudia White, CSR in and for the State of Texas, reported by machine shorthand, at the 141st Judicial District Court, 100 North Calhoun Street, 1st Floor, Fort Worth, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached hereto.

Job No. 132281

CSI GLOBAL DEPOSITION SERVICES
972-719-5000

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

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A P P E A R A N C E S

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FOR THE PLAINTIFF:

Mr. Ty Beard, Esq.
Ms. Carey-Elisa Christie, Esq.
BEARD HARRIS BULLOCK HUGHES, PC
100 Independence Place
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(903) 509-4900
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FOR THE DEFENDANTS RONALD TOYE and MONICA RIAL:

Mr. J. Sean Lemoine, Esq.
Mr. Ethan Minshull, Esq. (Appearing via Zoom)
WICK PHILLIPS
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-and-

Mr. Casey S. Erick, Esq.
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2100 Ross Avenue
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DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

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APPEARANCES (continued)

FOR THE DEFENDANT FUNIMATION PRODUCTIONS:

Mr. John Volney, Esq.
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FOR THE DEFENDANT JAMIE MARCHI:

Mr. Sam Johnson, Esq.
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(972) 918-5274
sam@johnsonsparks.com

FOR THE VIDEOGRAPHER:

Mr. John Franks

ALSO PRESENT: (Appearing via Zoom)

Ms. Jamie Marchi
Mr. Ronald Toye
Ms. Monica Rial

CSI GLOBAL DEPOSITION SERVICES
972-719-5000

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

6

1 THE VIDEOGRAPHER: And we're going on the
2 record in the videotaped deposition of Mr. Victor
3 Mignogna. Today's date is June 26th, 2019. The time is
4 10:05 a.m.

5 At this time, will counsel please state
6 their appearances for the record, and then the court
7 reporter will swear in the witness.

8 MR. BEARD: Ty Beard for the Plaintiff.

9 MR. ERICK: Casey Erick for Defendants
10 Monica Rial, Ron Toye.

11 MR. LEMOINE: Sean Lemoine for the
12 Defendants Monica Rial and Ron -- Ron Toye.

13 MR. VOLNEY: John Volney for Funimation.

14 MR. JOHNSON: Sam Johnson for Jamie Marchi.

15 MR. BEARD: Go ahead and announce.

16 MS. CHRISTIE: Carey Christie for Vic
17 Mignogna.

18 MR. LEMOINE: And then we have appearing by
19 Zoom, which is a teleconference, we have Ethan Minshull
20 from Wick Phillips and Andrea Perez from Kessler
21 Collins. And, also, Ms. Marchi and Mr. Toye, and I
22 think Ms. Rial, are joining by Zoom.

23 And do you want to do the --

24 MR. BEARD: Yeah. We're on the record?

25 MR. LEMOINE: Yeah.

CSI GLOBAL DEPOSITION SERVICES
972-719-5000

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

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1 --

2 MR. LEMOINE: Yeah, I thought that's --

3 MR. BEARD: I was -- I was a thousand miles
4 away.

5 MR. LEMOINE: That's what I thought. All
6 right. Are we otherwise ready?

7 (Oath administered.)

8 THE REPORTER: This will be taken under the
9 Texas Rules of Civil Procedure?

10 VICTOR MIGNOGNA,
11 having been first duly sworn, testified as follows:

12 DIRECT EXAMINATION

13 BY MR. LEMOINE:

14 Q. Would you state your name for the record.

15 A. Victor Joseph Mignogna.

16 Q. Mr. Mignogna, would you identify the woman with
17 the black shawl and gray shirt. Who is she?

18 A. Her name is Lisa Hansell.

19 Q. And what does she do for a living?

20 A. For a living?

21 Q. Yeah. Do you know?

22 A. She does several things, but among other
23 things, she does makeup work and production work.

24 Q. And when you say makeup work and production
25 work, is that in some kind of --

CSI GLOBAL DEPOSITION SERVICES
972-719-5000

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

33

1 **Q. And you have no idea -- do you know who runs**
2 **that account?**

3 A. Do I know who funds the account?

4 **Q. Runs the account.**

5 A. Oh. I believe it was set up by a gentleman
6 named Nick Rekieta.

7 **Q. How do you spell Rekieta?**

8 A. I don't know. R-E-K-E --

9 MR. BEARD: I-E.

10 A. -- E-I-T-A -- I-E -- I-E-T-A.

11 **Q. (BY MR. LEMOINE) All right. Do you know Mr.**
12 **Rekieta?**

13 A. I'd never met him until, for the first time, a
14 couple of weeks ago.

15 **Q. Where did you meet him at?**

16 A. I met him at an anime convention in Houston.

17 **Q. Is he your attorney?**

18 A. No, sir.

19 **Q. Has he ever represented you?**

20 A. No, sir.

21 **Q. Have you ever communicated with Mr. Rekieta by**
22 **email, text, any type of application on your phone?**

23 A. Briefly.

24 **Q. About what?**

25 A. He wrote me back in, probably, February. I

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

45

1 as you answer whatever question is on the table --

2 A. Yes, sir.

3 Q. -- we'll take a break.

4 A. Yes, sir.

5 Q. All right. So I want to clarify something
6 about your engagement with your attorney.

7 As we sit here today, you've not paid Mr.
8 Beard any money?

9 A. No, sir.

10 Q. Okay. You had an attorney prior to Mr. Beard?

11 A. Yes.

12 Q. Who was that, if you remember?

13 A. Tonya.

14 MR. BEARD: Tonya something.

15 A. Tonya --

16 MR. BEARD: Meier?

17 A. Yes, Tonya Meier or Meiers.

18 Q. (BY MR. LEMOINE) Is she here in -- here in
19 Dallas-Fort Worth?

20 A. Yes, sir. Yes, sir.

21 Q. And how long did she represent you?

22 A. A few weeks.

23 Q. And you paid her some money?

24 A. Yes, sir.

25 Q. Are there any other attorneys that you have

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

50

1 Q. (BY MR. LEMOINE) That's what you were going to
2 do?

3 A. No, sir.

4 Q. That's not what happened?

5 A. No, sir.

6 Q. I mean, where has the money been spent?

7 MR. BEARD: Objection, form.

8 A. You -- I don't know. As I mentioned in an
9 early -- to an earlier question.

10 Q. (BY MR. LEMOINE) You've sued Mrs. -- you've
11 sued Mrs. Rial?

12 A. Yes, sir.

13 Q. You've sued Ms. Marchi?

14 A. Yes, sir.

15 Q. Hadn't sued anybody else, right?

16 A. Mr. Toye.

17 Q. Mr. Toye.

18 A. Not yet, in answer to your question, anybody
19 else.

20 Q. Are there other people you plan on suing?

21 A. Possibly.

22 Q. Are there other people out there that have
23 damaged your reputation that I should know about?

24 A. Possibly.

25 Q. I mean, did they do more damage to your

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

218

1 she must -- her -- her -- her words must carry more
2 weight than some -- some fan, you know, some
3 miscellaneous fan out there.

4 **Q. So what was it exactly that she**
5 **mischaracterized or took out of context?**

6 A. She mischaracterize -- my memory of -- of the
7 event with Jamie was that I had come in to record one
8 day at Funimation, and I was in the lobby and she was
9 there, and she had just changed her hair somehow. She
10 had -- she was wearing it differently or she had cut it
11 somehow. Probably as far away as I am from Casey, and
12 she said, Hey, Hon. And I'm like, oh, my gosh, I love
13 your hair. And she's like, I know, I just got it -- and
14 I walked around the -- the -- the counter, and I was
15 kind of standing there kind of flipping it and like, oh,
16 my gosh, it's really beautiful, I love it. And I -- and
17 I put my hand up in the bottom of it and I'm like, oh,
18 this is great.

19 It was not painful, it was not hurtful, it
20 was not sexual, and it happened at least four or five
21 years ago, maybe longer.

22 And if I may say, I saw Jamie in the lobby
23 at Funimation in January of this year, literally a week
24 to 10 days before this social media thing started, and
25 she's like, Hey, Hon, and went over and hugged her and

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DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

245

1 actually met voice actors for the first time, who I'd
2 been in 8 or 10 shows with, and I'd never met them, but
3 I met them at a convention because we were both invited
4 there. And that's honestly how, more times than not,
5 you actually talk to them more and, you know, get to
6 know them a little more there.

7 **Q. So did you ever -- I know you said you've done**
8 **some live action productions. Was Jamie in any of those**
9 **with you, that you can recall?**

10 A. Not that I can recall, no.

11 **Q. Okay. But you-all did interact at conventions?**

12 A. Sure.

13 **Q. Okay. I do want to go ahead --**

14 MR. JOHNSON: What exhibit number are we
15 on?

16 THE REPORTER: 22. Or, you guys, did you
17 already mark something?

18 MR. BEARD: No, we didn't mark anything.

19 THE REPORTER: Okay.

20 (Exhibit 22 marked.)

21 **Q. (BY MR. JOHNSON) All right. I'm going to hand**
22 **you what I've marked as Exhibit 22. And I'll represent**
23 **to you that this is a cease and desist letter that was**
24 **sent by your attorney to Ms. Marchi. Have you seen this**
25 **letter before?**

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

246

1 A. No, sir. I was informed that it was sent, but
2 I have not seen it personally.

3 **Q. Okay. I just want to walk through this letter.**
4 **If you'll look with me, and in the first full paragraph,**
5 **it says that the demand was relating to posts and tweets**
6 **using the personal social media account, including**
7 **@rontoye. Since this is sent to Ms. Marchi, I'm**
8 **assuming that's a typo. Do you have any reason to**
9 **disagree with that?**

10 A. Can I read that real quick?

11 **Q. Please.**

12 MR. BEARD: It's a typo.

13 A. I don't know. I don't know what that is
14 relating to.

15 **Q. (BY MR. JOHNSON) Okay.**

16 A. Can I consult my -- is it a typo? I don't
17 know.

18 **Q. I just wanted to make sure there wasn't**
19 **something I --**

20 MR. BEARD: It's a typo.

21 **Q. (BY MR. JOHNSON) -- that I wasn't aware of.**

22 A. No, I don't --

23 **Q. Yeah. Lawyers are humans, too.**

24 A. It's the first time I'm seeing it, too.

25 **Q. We have typos, so it happens. I want to walk**

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

247

1 through with you the statements that your -- your cease
2 and desist letter addressed --

3 A. Okay.

4 Q. -- by Ms. Marchi. And the first one I want to
5 look at is -- is February 6th, 2019, at 9:05 p.m. And
6 there are some quotes in the letter, but if you'll turn
7 back to the --

8 A. Wow.

9 Q. -- fifth page, there's an image of the actual
10 tweet. And I just -- I want to give you a minute to
11 look at it.

12 A. Okay.

13 Q. All right. Is your name mentioned anywhere in
14 this tweet?

15 A. No, sir.

16 Q. Okay. What -- what in here is there to let you
17 know that it references you?

18 A. Well, who is she responding to? Do we have the
19 previous tweet? Clearly, she's responding to someone,
20 right?

21 MR. JOHNSON: Object, nonresponsive.

22 Q. (BY MR. JOHNSON) I'm just asking, based on
23 what you can see on -- on the page, is there anything
24 that would let -- let someone know that it's actually
25 referencing you?

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

248

1 A. On this page alone?

2 **Q. Correct.**

3 A. No, I don't see any -- I do not see my name
4 here.

5 **Q. Okay. What -- what are the statements of fact**
6 **-- if we assume that this is about you, what are the**
7 **factual statements that are made about you in this**
8 **tweet? Something that could independently be verified**
9 **by someone, if you read through it?**

10 A. Well, this tweet alone?

11 **Q. Uh-huh.**

12 A. Nothing.

13 **Q. Okay.**

14 A. But there -- she tweeted before this, when she
15 initially tweeted her account of something.

16 MR. JOHNSON: Object, nonresponsive.

17 **Q. (BY MR. JOHNSON) We'll -- we'll get to her**
18 **other tweets.**

19 A. Okay.

20 **Q. I'm only asking about this one, so --**

21 A. No, there -- there -- there's nothing in -- in
22 here except a lot of anger, that I can see.

23 MR. JOHNSON: Object, nonresponsive.

24 A. I'm sorry, what was your question?

25 **Q. (BY MR. JOHNSON) The question is just what in**

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

249

1 **this particular tweet on February 6th is a statement of**
2 **fact about you?**

3 A. Nothing.

4 Q. Okay. And then in -- in your letter -- sorry
5 **to make you flip back and forth.**

6 A. Sure. No worries.

7 Q. But in the paragraph that goes from the first
8 **page to the second page, that your lawyer wrote, it says**
9 **that this tweet implies that you committed some type of**
10 **criminal offense.**

11 Do you see anything in this particular
12 **tweet that gives that impression that -- that a criminal**
13 **offense was committed?**

14 A. No, sir. But it's -- you have to take the
15 context of the entire thing.

16 MR. JOHNSON: Object, nonresponsive after
17 no, sir.

18 A. I -- I -- I said, no, sir. I'm sorry, that was
19 -- yeah, that was my response, sorry.

20 Q. **(BY MR. JOHNSON) You're fine. That's my job**
21 **to clean it up.**

22 A. Okay.

23 Q. All right. That's all my questions about
24 that -- that tweet. I'm going to skip ahead from the
25 order that they're addressed in in the letter to the

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

250

1 next one chronologically, which was on February 7th,
2 2019. And that is on the last -- I'm sorry, page 11.

3 A. Okay.

4 Q. Do you see that tweet, it's -- it says What
5 Would Jesus Do?

6 A. Page 11? Oh, goodness.

7 Q. Yeah, the 11.

8 A. I looked down here and I saw one, slash, one
9 and thought it was 11.

10 Q. No problem.

11 A. So sorry.

12 Q. Uh-huh.

13 A. Eight. Am I -- am I blind? Seven -- page 8 is
14 the last page I have here.

15 Q. It's the one before that, sorry.

16 A. Okay.

17 Q. Give yourself a moment to read that.

18 A. Okay.

19 Q. And my questions might sound familiar to you.
20 The first one is, is your name stated in this tweet?

21 A. No, sir.

22 Q. Is there any direct reference to you, that you
23 can see?

24 A. No, sir.

25 Q. If we assume that this tweet was about you,

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

251

1 **what is the statement of fact about you in here?**

2 A. No statement of fact about me in this tweet.

3 **Q. Thank you. I want to go to the last page in**
4 **this, and there's no date here. But there's another --**
5 **it's a little harder to tell, I can't tell. I think**
6 **it's a tweet, also. But there's one that's attributed**
7 **to Ms. Marchi. Do you see that on this page, as well?**

8 A. Here?

9 **Q. The third one down.**

10 A. Yes.

11 **Q. Yes. Give yourself a moment to read that.**

12 A. Okay.

13 **Q. All right. What is the statement of fact about**
14 **you in this particular tweet, as you read it?**

15 A. The only thing that I can see is where she
16 says, Fighting back does not in any way, shape or form
17 make me as bad as Vic. I would say that tends to create
18 a statement of fact that I'm a bad person.

19 **Q. Is that the only statement of fact that you see**
20 **in there?**

21 A. Yes, sir.

22 **Q. Do you see anything in that tweet that implies,**
23 **as you read it, that you are a bad person, akin to a**
24 **criminal, or that there's any reference to criminal**
25 **activity in this tweet?**

DEPOSITION OF VICTOR MIGNOGNA
June 26, 2019

252

1 A. Not in this tweet, no.

2 **Q. Thank you. All right. And then the last one**
3 **is -- that I want to talk about is, is the one, it's on**
4 **February 8th, and it's -- it's -- I think might be the**
5 **one you had in mind a few moments ago, the -- the one**
6 **that I'm going to refer to as Ms. Marchi's statement.**

7 A. Okay.

8 **Q. So if I use that term, this is what I'm**
9 **referring to.**

10 A. Yes, sir.

11 MR. BEARD: Counsel, we're going to be here
12 tomorrow. The jury didn't come to a decision so we're
13 in here tomorrow morning.

14 MR. JOHNSON: Okay. Thanks.

15 **Q. (BY MR. JOHNSON) So -- and -- and I'm -- I'm**
16 **wanting -- have you seen this tweet before? It's --**
17 **it's pretty lengthy. Do you recall having read it**
18 **before today?**

19 A. I'm pretty sure I read it. Somebody said --
20 somebody called me, a friend, and said, Jamie Marchi
21 just tweeted. And I'm like, Jamie, what about? And
22 I -- and then I -- I read it, or somebody, like,
23 Screencapped it and sent it to me.

24 **Q. Okay. I actually want to walk back to -- to**
25 **the second page of -- of this exhibit, the -- the actual**

DEPOSITION OF VICTOR MIGNOGNA

June 26, 2019

290

1 Deposition officer at the time said testimony was taken,
2 the following includes counsel for all parties of
3 record:

4 Mr. Ty Beard, Esq., Attorney for Plaintiff
5 Mr. J. Sean Lemoine, Esq., Attorney for Defendant
6 Monica Rial and Ronald Toye
7 Mr. Sam Johnson, Esq., Attorney for Defendant
8 Jamie Marchi
9 Mr. John Volney, Esq., Attorney for Defendant
10 Funimation

11 I further certify that I am neither counsel for,
12 related to, nor employed by any of the parties or
13 attorneys in the action in which this proceeding was
14 taken, and further that I am not financially or
15 otherwise interested in the outcome of the action.

16 Further certification requirements pursuant to Rule
17 203 of TRCP will be certified to after they have
18 occurred.

19 Certified to by me this 1st day of July, 2019.

20
21
22
23
24
25



Claudia White, Texas CSR #8242
Expiration Date: 5/31/21
Firm Registration No. 526
CSI Global Deposition Services
4950 N. O'Connor Road, Suite 152
Irving, Texas 75062
(877) 784-0004 fax (972) 650-0225
production@courtroomsciences.com

EXHIBIT C

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

DECLARATION OF JAMIE MARCHI

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to TEX. CIV. PRAC. & REM. CODE §132.001, Jamie Marchi, Defendant in the above-styled and numbered cause, hereby states as follows:

1. My name is Jamie Marchi. I am an adult over the age of eighteen (18) years and am physically and mentally competent to testify to the matters set forth in this Declaration.

2. I have endured harassment as a result of speaking out in February 2019 about my experiences with Plaintiff. People online have mocked my vocal talent, my appearance, my family, and my experiences. I have also been doxed, meaning that a vast amount of public records about me have been compiled to allow for those threatening me to have easy access to my personal information and that of my family. Many of my friends and colleagues who were publicly supportive and/or worked with me have also been doxed in retaliation. I have had my life threatened – both before and since engaging in this litigation, including after having the claims against me dismissed. True and correct copies of two such threats are attached hereto as “Exhibit C-1” and incorporated herein by reference.

3. I have also suffered a reduction in jobs for which I have been hired. South Carolina Comic-Con cancelled my contract in March 2019 because they were overwhelmed with messages demanding they do so. When I announce I am attending a particular convention, that convention will receive messages that harass them for booking me. I currently have only 6 conventions booked for 2020. By November, I typically have about 10-12 conventions booked for the following year. Many conventions are hesitant to schedule me to appear because the convention and its participants may have to deal with threats and/or harassment.

4. When I was attending the Anime North convention in Toronto, an individual aggressively harassed me until he was escorted out of the convention. He returned the following day with more harassment and threats. The convention was forced to call the police after he threatened the convention and attendees by stating we should not think that he “doesn’t have firepower.”

5. Because of the constant flow of harassment and threats online and in person thus far, I do not expect that they will go away any time soon. In fact, I fear as soon as this document becomes public, I will be harassed for the information contained within.

6. In May 2019, I hired Samuel H. Johnson and the law firm of Johnson & Sparks PLLC to represent me in this lawsuit. I negotiated for a reduced fee of \$250.00 per hour for attorneys and \$125.00 per hour for paralegals. I have worked with my attorney to minimize the amount of fees and expenses incurred in defending against Plaintiff’s claims in this case but have still incurred a significant amount of attorney’s fees. I do believe that the work performed and the fees charged – including the \$100 per hour bonus – are reasonable and were necessary in this matter.

My name is Jamie Marchi, my date of birth is October 8, 1977 and my address is 9411 Timberleaf Drive, Dallas, Texas, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4th day of November, 2019.

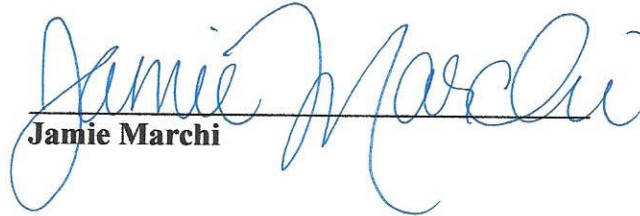

Jamie Marchi

EXHIBIT C-1

To Jamie Koochley

Enjoy your victory while you
can. We know where you live and we
won't forget your lies. Hope you believe
in the ~~Second~~ Second amendment. You're
going to need it after your part in
the witch hunt. Karma is a bitch.

We do not forgive

We do not forget

EXHIBIT D



Stan Dahlin

@scdahlin

Follow



Had a nice phone call from a friend and he sent me this. Enjoy your time on the Big Island gentlemen!



6:26 AM - 26 Sep 2019

263 Retweets 1,606 Likes



97

263

1.6K

EXHIBIT E



Ty Beard

@TyBeard10

Follow



My daughters made these.



DAMMIT NICK

Discover Dammit Nick T-Shirt from UnlikelyBeard's Store, a custom product made just for you by Teespring. With world-class production and customer support, your teespring.com

12:50 PM - 2 Aug 2019

302 Retweets 1,739 Likes



EXHIBIT F



Ty Beard
@TyBeard10

Follow



This is cool.



4:12 PM - 24 Aug 2019

215 Retweets 1,399 Likes



Reply Retweet Like



Ty Beard

@TyBeard10

Follow



“We few, we happy few, we band of brothers” redux.



11:20 PM - 14 Jun 2019

850 Retweets 4.250 Likes



EXHIBIT G

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

DECLARATION OF SAMUEL H. JOHNSON

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Pursuant to TEX. CIV. PRAC. & REM. CODE §132.001, Samuel H. Johnson, counsel for Defendant Marchi in the above-styled and numbered cause, hereby states as follows:

1. My name is Samuel H. Johnson. I am an adult over the age of eighteen (18) years, and am physically and mentally competent to testify to the matters set forth in this Declaration. I have personal knowledge of all the facts as set forth herein and am able to swear, and do hereby swear, that all the facts and statements herein are true and correct.

2. I am counsel of record for Defendant Jamie Marchi in the above-styled and numbered cause. I was licensed as an attorney and counselor at law by the Supreme Court of the State of Texas in November 2008 and have practiced law in the State of Texas continuously from that date to the present date. I have owned and practiced at my own law firm since June 2012. I am the managing member of Johnson Law, PLLC, which is a manager of the law firm of Johnson & Sparks PLLC. I have worked on litigation matters in the past that have involved the same or similar issues as those that exist in the case at bar. My practice consists of business litigation, some

personal injury litigation, and business transactions. My standard hourly rate is \$350.00 per hour. J&S customarily charges \$150.00 per hour for our paralegal's time.

3. Attached hereto as exhibits G-1 through G-3 are true and correct copies of records excerpted from J&S's file for this case. I am a custodian of records of J&S. In the course of my duties as a Manager of J&S, I am familiar with the manner and method in which J&S maintains its books and records in the regular course of business. The documents attached to this Declaration are kept by J&S in the regular course of business. It is the regular course of business of J&S, and employees or representatives of J&S, with knowledge of the act, event, condition, opinion, or diagnosis recorded, to make the record or to transmit the information there to be included in such record. The attached records were made at or near the time or reasonably thereafter. All of the records attached to this Declaration are the original or exact duplicates of the original.

4. When negotiating with Ms. Marchi to represent her in this case, I reduced my rate to make legal representation in this matter more affordable for her. As shown in Exhibit G-1, which is a true and correct copy of J&S's engagement letter with Ms. Marchi and is incorporated herein by reference, we negotiated a fee structure with a reduced hourly rate of \$250.00 per hour, with a \$100.00 per hour bonus if the claims against Ms. Marchi were dismissed within the first six months. The Court dismissed the claims against Ms. Marchi at the hearing on September 6, 2019, within the first six months, thus entitling our firm to an additional \$100.00 per hour billed by attorneys at our firm.

5. The invoices attached hereto as Exhibit G-2, which are true and correct copies of all invoices to Ms. Marchi in this matter and are incorporated herein by reference, show total billable time of 127.5 attorney hours and 6.6 paralegal hours through October 31, 2019. As of the filing of this Declaration, our firm has spent an additional 7.5 hours of attorney time and .5 hours

of paralegal time. Thus, the total fees earned by our firm – including the success bonus referenced above – is \$47,250.00 for attorney time and \$887.50 in paralegal time.

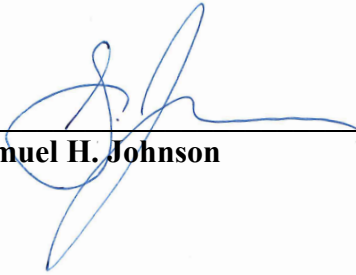
6. Attached hereto as Exhibit G-3 is a true and correct copy of expenses for legal research assessed against Ms. Marchi's case in the total amount of \$354.01.

7. Though J&S and Ms. Marchi worked to minimize the fees and expenses in this matter, various factors increased those charges. Such factors included (i) the presence of multiple defendants, (ii) the ambiguity in Plaintiff's filings and briefing, (iii) the sensitive nature of the claims and defenses in this matter, (iv) the public nature of this case and the surrounding social media and traditional media attention, and (v) the technical nature of ensuring compliance with the TCPA's requirements. It is my opinion based on my education, training, and experience that the fees and costs incurred by Ms. Marchi in defending against Plaintiff's lawsuit are and were at all times reasonable and necessary. Moreover, it is my opinion that the fees for the work/services provided in this action are customary with those normally charged by other attorneys for similar matters in the Dallas/Fort Worth Metroplex during the time periods that the work/services were in fact provided.

8. I am raising my hourly rate effective January 1, 2019 to \$375.00 per hour. I thus anticipate that my time incurred in responding to Plaintiff's appeal(s) will be billed at such rate. I expect that Ms. Marchi will incur approximately \$37,500 in attorney's fees for an appeal to the Court of Appeals. I expect that Ms. Marchi will incur approximately \$45,000.00 in attorney's fees for an appeal to the Texas Supreme Court. These amounts will be reasonable and necessary if such appeals are taken.

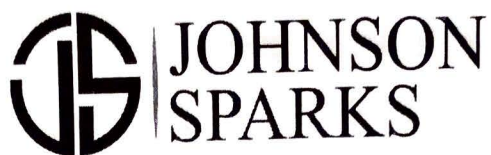
My name is Samuel H. Johnson, my date of birth is August 8, 1982, and my address is 7161 Bishop Road, Suite 220, Plano, Texas 75024, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 4th day of November, 2019.



Samuel H. Johnson

EXHIBIT G-1



April 26, 2019

Via Electronic Mail

Ms. Jamie Marchi
9411 Timberleaf Drive
Dallas, Texas

Re: Engagement Letter & Fee Agreement

Dear Jamie,

Thank you for choosing to engage Johnson & Sparks PLLC (the “Firm”). This correspondence (this “Engagement Letter”) shall constitute the complete and binding agreement of Jamie Marchi (“You”) and Firm with respect to the subject matter hereof.

In consideration of Your payment of the fees described hereinafter, Firm agrees to represent You with legal services relating to *Victor Mignogna v Funimation Productions, LLC, Jamie Marchi, Monica Rial & Ronald Toye, provided, however, that such representation (the “Engagement”) is limited and shall not include advice or services concerning criminal matters.*

Scope of Engagement

The Engagement is not general in nature but is limited to the definition of “Engagement” contained herein and the provision of services necessary to perform the Engagement, and, among other things, shall not include taxation advice or services. The Firm shall be under no obligation to perform services not within the scope of the Engagement.

For purposes of this Engagement Letter, the Engagement includes rendering of reasonable and necessary legal services including, without limitation, conducting a preliminary investigation regarding strategies and practices; review and analysis of underlying documents; conducting legal research; engaging in conferences either in person, via telephone, or via electronic mail; drafting and revising business governance and transactional documents; drafting memoranda; and other activities ancillary to such tasks related to entity governance, contract drafting and review, employment law, and compliance. Reasonable and necessary legal services shall be those the Firm determines are reasonable and necessary to perform the Engagement. You hereby authorize full performance of the Engagement by the Firm. In addition to and without limitation of the foregoing, You shall fully cooperate with the Firm by providing, in a timely manner, information required by the Firm to perform the Engagement.

Fees, Expenses, and Invoicing

You shall pay the Firm attorney’s fees (the “Fee” or “Fees”) at the following hourly rates of the Firm attorneys and staff members performing the Engagement, which may be increased from time to time and at any time and are as follows:

April 26, 2019

Page 2 of 4

<u>Samuel H. Johnson</u>	\$250.00
<u>Other attorneys</u>	\$250.00-\$350.00
<u>Law Clerks</u>	\$230.00
<u>Paralegals</u>	\$125.00

If the Firm, through the Firm's efforts, is able to obtain a dismissal of the claims asserted against You within the first six (6) months after the date of this Engagement letter, You agree to pay the Firm a success bonus in the amount of \$100.00 per hour for all hours billed up through the date of dismissal.

All fees, costs and expenses including, without limitation, filing fees, courier/service of process fees, telecopier/facsimile transmittal fees, court reporters, postage, and photocopy/scanning fees (whether performed by the Firm or by a third party) (collectively, the "Expenses") shall not be included in the Fee and shall be billed to You separately from the Fee on each Invoice (as defined herein below) or otherwise billed directly to You by the vendor(s) for which the Expenses were incurred.

The Firm shall prepare monthly invoices (the "Invoices") and shall transmit the Invoices to You reasonably promptly after the conclusion of each calendar month. Each Invoice shall reflect the Fees and Expenses incurred and owed by You. You agree to pay the Firm in readily available funds (the "Payment") immediately upon receipt of an Invoice, but in no event later than thirty days of the date of an Invoice from Firm. In the event that any payment due and payable to the Firm is not timely paid, interest on past due amounts shall accrue from the dates due until paid at the rate of interest per annum equal to ten percent (the "Default Interest"). The Default Interest is based on a three hundred sixty-day year and will be accrued on the number of days funds are actually outstanding. Interest shall be calculated and compounded on an annual basis until the balance has been paid.

Events of Default

The Firm shall be entitled, and You do hereby authorize the Firm to withdraw from the Engagement upon the occurrence of one (1) or more of the following: (i) upon completion of performance by the Firm of the Engagement, (ii) when You insist that the Firm present a claim that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law, (iii) when You seek to pursue an illegal course of conduct, (iv) when You engage in other conduct that renders it unreasonably difficult for the Firm to perform the Engagement, (v) when You insist that the Firm engage in conduct that is contrary to the conduct of attorneys, and (vi) when You deliberately disregard an agreement or obligation to the Firm with respect to timely payment, in full, of outstanding Fees or Expenses owed by You to the Firm.

Modern Law Office

The Firm hereby gives You notice that it uses a cloud-based practice- and case-management service known as "MyCase." The Firm may, but is not obligated to, utilize MyCase to share (i) the scheduling of matter events and deadlines, (ii) documents related to the matter, and (iii) invoicing. MyCase may also be used as a means of secure communication.

April 26, 2019

Page 3 of 4

The Firm operates a paperless office. "Paperless" does not mean we do not generate or retain any paper. Instead, the Firm strives to minimize the use of paper, opting instead for electronic media, in order to reduce client costs and the Firm's carbon footprint. The Firm typically will retain original sworn documents (such as affidavits or verifications), technological media (such as flash drives, dvds, and compact discs), and miscellaneous other original documents, in the Firm's sole discretion.

Miscellaneous Provisions

^{DS}
Jm **The Firm is not able to, and hereby does not guarantee a successful outcome as a result of performance of the Engagement.**

To enable the Firm to effectively perform the services contemplated, it is essential that You provide us all relevant documents and discloses fully and accurately all facts and keeps the Firm apprised of all developments relating to the Engagement. You have agreed to cooperate fully with the Firm and to make yourself or your representative available to attend meetings, conferences, hearings and other proceedings. The Firm will attempt to schedule hearings and other proceedings to serve the convenience of these representatives, but it is the nature of litigation that such schedules often are not within the Firm's control.

The Firm will maintain all documents You furnish the Firm in our client files for this Engagement. At the conclusion of the Engagement (or earlier if appropriate), it is Your obligation to advise the Firm as to which, if any of the documents in the Firm's files You wish to have returned to You. The Firm may keep copies thereof to the extent we believe advisable for our records. The Firm will retain any remaining documents in its files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. The Firm may utilize exhibits, documents and materials developed in cases for You as teaching and demonstration aids in lectures and professional presentations.

This Engagement Letter shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to the conflict of laws principles thereof. You expressly agree and consent to exclusive jurisdiction and venue, for any and all disputes relating to the Engagement, in the State of Texas, County of Collin. This Engagement Letter may only be modified by the signed, written agreement of the parties hereto. This Engagement Letter represents the entire agreement of the parties and supersedes any and all prior oral or written agreements or representations between the parties.

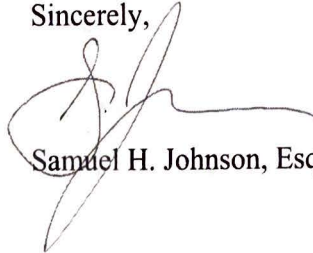
April 26, 2019

Page 4 of 4

Please indicate Your agreement to the terms and conditions of this Engagement Letter and Fee Agreement by signing where indicated below and returning an executed copy of this document to Firm.

We look forward to performing the Engagement for you. Thank you.

Sincerely,



Samuel H. Johnson, Esq.

SHJ:ejr

AGREED AND ACKNOWLEDGED:

DocuSigned by:

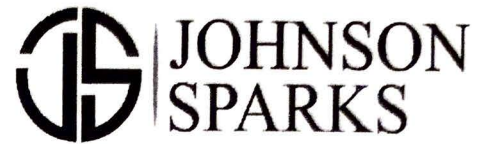
Jamie Marchi

Dated: 5/7/2019

By: Ms. Jamie Marchi

EXHIBIT G-2

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$0.00
Invoice # 02896
Invoice Date June 5, 2019
Payment Terms Due on Receipt
Due Date June 05, 2019

Mignogna v. Marchi, et al.

For services rendered between
 May 01, 2019 and May 31, 2019

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
05/10/2019	SJ	Legal Services	Phone conference with [REDACTED]; Review and revise [REDACTED].	\$250.00	0.8	\$200.00
05/15/2019	ER	Legal Services	Begin to fill-in [REDACTED]; draft shell Answers on behalf of Defendant Marchi to Plaintiff's Interrogatories, shell Responses to Request for Production and shell Responses to Request for Disclosures.	\$125.00	0.9	\$112.50
05/27/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED]; Legal research confirming timelines for answer and filing of anti-SLAPP motion and standards for motion; Calendar discovery and pleading deadlines.	\$250.00	0.5	\$125.00
05/28/2019	ER	Legal Services	Draft Defendants Original Answer, shell First Set of Interrogatories to Plaintiff, Requests for Disclosures to Plaintiff and First Requests for Production to Defendant.	\$125.00	0.7	\$87.50
05/29/2019	ER	Legal Services	Receive, download and save to client file pleadings filed in case.	\$125.00	0.1	\$12.50
05/30/2019	SJ	Legal Services	Legal research for affirmative defenses to defamation claims; Phone conference with [REDACTED]; Revise Original Answer.	\$250.00	1.4	\$350.00
05/31/2019	SJ	Legal Services	Attend hearing on Motion to Quash and for Entry of Confidentiality/Protective Order; Telephone conference with [REDACTED] regarding [REDACTED] Finalize and revise Requests for Production; Draft, revise, and finalize Interrogatories.	\$250.00	2.1	\$525.00

Non-billable Time Entries:

05/09/2019	SJ	Legal Services	Telephone conference with [REDACTED] regarding [REDACTED].	\$250.00	0.2	\$50.00
05/13/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED]; Review [REDACTED].	\$250.00	0.3	\$75.00
05/29/2019	SJ	Legal Services	Receive and review Motion to Quash and for Confidentiality and Protective Orders; Email correspondences with [REDACTED] regarding [REDACTED]. Telephone conference with [REDACTED] regarding [REDACTED].	\$250.00	0.8	\$200.00
05/31/2019	ER	Legal Services	Finalize and eFile Answer; receive, download and save to client file the File-Stamped copy of same.	\$125.00	0.2	\$25.00
05/31/2019	SJ	Legal Services	Travel to and from courthouse.	\$250.00	1.2	\$300.00

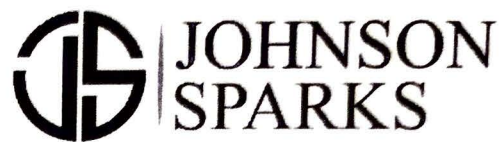
Totals: 9.2 \$1,412.50

Time Entry Sub-Total:	\$1,412.50
Sub-Total:	\$1,412.50
Total:	\$1,412.50
Amount Paid:	\$1,412.50
Balance Due:	\$0.00

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Payment Received	Jun 12, 2019	Credit Card [REDACTED] via portal	\$1,412.50	Jamie Marchi (Client)	Operating Account

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$6,117.08
Forwarded to #03094
Invoice # 02972
Invoice Date July 2, 2019
Payment Terms Due on Receipt
Due Date July 02, 2019

Mignogna v. Marchi, et al.

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
06/11/2019	ER	Legal Services	Receive, download and save to client file discovery responses of co-defendants.	\$125.00	0.3	\$37.50
06/13/2019	SJ	Legal Services	Telephone conference with [REDACTED] regarding [REDACTED]; Email correspondence to [REDACTED] regarding [REDACTED]	\$250.00	0.4	\$100.00
06/18/2019	ER	Legal Services	Receive, download and save to client file Plaintiff's Response to Defendant Rial's Request for Disclosures and Plaintiff's Response to Defendant Toye's Request for Disclosures and Plaintiff's Response to Defendant Marchi's Request for Disclosures; receive, download and save to client file new address notification for Defendant Toye and Rial's attorneys.	\$125.00	0.4	\$50.00
06/20/2019	SJ	Legal Services	Legal research regarding [REDACTED]	\$250.00	0.9	\$225.00
06/20/2019	ER	Legal Services	Receive, download and save to client file Notice of Deposition of Toye, Notice of Deposition of Rial and Notice of Hearing on Defendants' Special Exceptions.	\$125.00	0.2	\$25.00
06/20/2019	ER	Legal Services	Draft Motion to Dismiss.	\$125.00	0.3	\$37.50
06/20/2019	ER	Legal Services	Draft Affidavit of Sam Johnson to accompany Motion to Dismiss.	\$125.00	0.2	\$25.00
06/21/2019	SJ	Legal Services	Email correspondences regarding [REDACTED]	\$250.00	0.2	\$50.00
06/24/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED]	\$250.00	0.2	\$50.00

06/25/2019	SJ	Legal Services	Deposition preparation for V. Mignogna; Email correspondences; Receive and review [REDACTED]; Telephone conferences with [REDACTED] and [REDACTED].	\$250.00	2.5	\$625.00
06/26/2019	ER	Legal Services	Receive, download and save to client file Notice of Appearance of Additional Counsel for Co-defendants.	\$125.00	0.1	\$12.50
06/26/2019	SJ	Legal Services	Deposition of V. Mignogna.	\$250.00	8.5	\$2,125.00
06/27/2019	SJ	Legal Services	Deposition of R. Tour.	\$250.00	7.0	\$1,750.00
06/28/2019	SJ	Legal Services	Deposition of M. Rial.	\$250.00	3.5	\$875.00
07/02/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED] Receive and review Funimation TCPA Motion; Receive and Review Rial/Toye Notice of Litigation Hold; Email correspondence with [REDACTED] regarding [REDACTED].	\$250.00	0.4	\$100.00

Non-billable Time Entries:

06/10/2019	ER	Legal Services	Receive, download and save to client file Funimation's Original Answer, Verified Denial and Affirmative Defenses.	\$125.00	0.1	\$12.50
06/17/2019	ER	Legal Services	Receive, download and save to client file Agreed Motion to Extend Time to File Motion to Dismiss and Proposed Order.	\$125.00	0.1	\$12.50
06/18/2019	ER	Legal Services	Receive, download and save to client file Defendants' Notice of Taking Deposition of Plaintiff.	\$125.00	0.1	\$12.50
06/24/2019	ER	Legal Services	Receive, download and save to client file Amended discovery responses from co-defendants and co-defendants' document production.	\$125.00	0.2	\$25.00
06/24/2019	ER	Legal Services	Receive, download and save to client file correspondence from Plaintiff's counsel's office confirmation deposition location.	\$125.00	0.1	\$12.50
06/26/2019	SJ	Legal Services	Travel to and from deposition of V. Mignogna.	\$250.00	1.7	\$425.00
06/27/2019	SJ	Legal Services	Drive to and from deposition.	\$250.00	1.8	\$450.00
06/28/2019	SJ	Legal Services	Travel to and from deposition of M. Rial.	\$250.00	1.7	\$425.00

Totals: **30.9 \$6,087. 0**

E penses

Date	EE	Activity	Description	Cost	Quantity	Line Total
06/03/2019	SJ	Lexis/Research Expenses	May charges	\$26.58	1.0	\$26.58
06/10/2019	SJ	Parking	Fort Worth Courthouse on 5/31/19	\$3.00	1.0	\$3.00

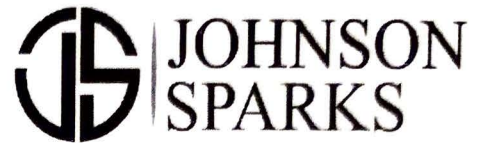
Expense Total: **\$ 9. 8**

Time Entry Sub-Total:	\$6,087.50
Expense Sub-Total:	\$29.58
Sub-Total:	\$6,117.08
Total:	\$6,117.08
Amount Paid:	\$0.00
Balance Due:	\$6, 7.08
Balance Forwarded to Invoice #03094	

Payment history

Activity	Date	Payment Method	Amount	Responsible ser	Deposited Into
Balance Forwarded	Aug 1 2019, 9:13 am	--	\$6,117.08	Elizabeth Rogatski Paralegal	--

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$8,929.58
Forwarded to #03234
Invoice # 03094
Invoice Date August 1, 2019
Payment Terms Due on Receipt
Due Date August 01, 2019

Mignogna v. Marchi, et al.

For services rendered between
 July 01, 2019 and July 31, 2019

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
07/03/2019	SJ	Legal Services	Draft Motion to Dismiss.	\$250.00	0.8	\$200.00
07/05/2019	SJ	Legal Services	Draft Motion to Dismiss.	\$250.00	0.4	\$100.00
07/06/2019	SJ	Legal Services	Draft Motion to Dismiss.	\$250.00	1.0	\$250.00
07/08/2019	SJ	Legal Services	Draft Motion to Dismiss; Legal research in support of same.	\$250.00	1.0	\$250.00
07/10/2019	SJ	Legal Services	Review and annotate V. Mignogna deposition for use in Motion to Dismiss.	\$250.00	1.0	\$250.00
07/11/2019	SJ	Legal Services	Draft Motion to Dismiss; Telephone conferences with [REDACTED] and [REDACTED] regarding [REDACTED].	\$250.00	1.4	\$350.00
07/15/2019	SJ	Legal Services	Receive and review First Amended Petition; Compare same to Original Petition; Telephone conference with [REDACTED].	\$250.00	0.7	\$175.00
07/17/2019	SJ	Legal Services	Draft Motion to Dismiss.	\$250.00	4.5	\$1,125.00
07/18/2019	ER	Legal Services	Assemble deposition excerpts for Motion to Dismiss.	\$125.00	0.3	\$37.50
07/18/2019	SJ	Legal Services	Revise and finalize Motion to Dismiss; Receive and review supplemental disclosures from Plaintiff.	\$250.00	2.8	\$700.00
07/22/2019	SJ	Legal Services	Telephone conference with [REDACTED] regarding [REDACTED]; Email correspondences with [REDACTED] regarding [REDACTED].	\$250.00	0.7	\$175.00
07/23/2019	SJ	Legal Services	Telephone conferences with [REDACTED] and [REDACTED] regarding [REDACTED].	\$250.00	0.4	\$100.00

07/24/2019	ER	Legal Services	Prepare Notice of Hearing on Motion to Dismiss; eFile same; receive, download and save to client file the File-Stamped copy of same.	\$125.00	0.2	\$25.00
07/24/2019	SJ	Legal Services	██████████; Receive and review Plaintiff's objections to Funimation's evidence.	\$250.00	1.8	\$450.00
07/25/2019	SJ	Legal Services	Telephone conference with ██████████ regarding ██████████ ██████████.	\$250.00	0.3	\$75.00
07/26/2019	SJ	Legal Services	Email correspondence with ██████████ regarding ██████████.	\$250.00	0.1	\$25.00
07/29/2019	ER	Legal Services	Receive, download and save to client file Defendants Monica Rial and Ronald Toyey's Supplemental Affirmative Defense.	\$125.00	0.1	\$12.50
07/29/2019	ER	Legal Services	Receive, download and save to client file Defendant Funimation's Supplement to its Motion to Dismiss Under the TCPA.	\$125.00	0.1	\$12.50
07/29/2019	SJ	Legal Services	Email correspondences regarding ██████████ ██████████.	\$250.00	0.2	\$50.00
07/30/2019	SJ	Legal Services	Receive and review Motion to Continue Hearing; Draft Response to Motion to Continue; Email correspondence with ██████████ regarding ██████████. Receive and review Funimation Response to Motion to Continue.	\$250.00	1.0	\$250.00
07/31/2019	SJ	Legal Services	Telephone conference with ██████████ regarding ██████████ ██████████; Email correspondences with ██████████ regarding ██████████. Email correspondences with ██████████ regarding ██████████.	\$250.00	0.8	\$200.00
Non-billable Time Entries:						
07/02/2019	ER	Legal Services	Receive, download and save to client file Defendant Funimation's Motion to Dismiss and proposed Order; receive, download and save to client file Notice to Litigation Hold; receive, download and save to client file Notice of Intent to Serve Deposition Subpoena Duces Tecum on Nick Rekieta.	\$125.00	0.3	\$37.50
07/03/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing for Defendant Funimation Production, LLC's Motion to Dismiss Under the TCPA.	\$125.00	0.1	\$12.50
07/08/2019	ER	Legal Services	Receive, download and save to client file Plaintiff's Motion to Quash the Notice of Intent to Serve Subpoena for Oral Deposition and Production of Documents on Nick Rekieta.	\$125.00	0.1	\$12.50
07/09/2019	ER	Legal Services	Receive, download and save to client file Co-Defendant's Motion to Determine the Scope of Anti-Slapp Stay, or Alternatively for Leave to Conduct Discovery.	\$125.00	0.1	\$12.50
07/15/2019	ER	Legal Services	Receive, download and save to client file Plaintiff's Amended Petition and Plaintiff's Response to Defendant's Special Exceptions.	\$125.00	0.2	\$25.00

07/18/2019	ER	Legal Services	Receive, download and save to client file Plaintiff's Supplemental Responses to FUNimation's Request for Disclosures and Plaintiff's Supplemental Responses to all Defendants' Request for Disclosures.	\$125.00	0.1	\$12.50
07/23/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing on Defendants Monica Rial and Ron Toye's Motion to Dismiss Pursuant to the Texas Citizens Participation Act.	\$125.00	0.1	\$12.50
07/25/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing on Plaintiff's Objections to and Motion to Strike Evidence Offered in Support Of Defendant Funimation's Motion to Dismiss.	\$125.00	0.1	\$12.50
07/30/2019	ER	Legal Services	Receive, download and save to client file co-defendant's letter to Judge, Notice of Telephonic Hearing, Funimation's Response to Plaintiff's Motion for Continuance of Hearing on Motions to Dismiss and Monica Rial and Ronald Toye's Supplement to Motion to Dismiss.	\$125.00	0.4	\$50.00
07/31/2019	ER	Legal Services	Receive, download and save to client file letter to Judge enclosing binder for August 1, 2019 telephonic hearing; receive, download and save to client file Plaintiff's First Amended Motion to Continue Hearing on TCPA Motions to Dismiss.	\$125.00	0.2	\$25.00

Totals **21.3 \$4,812.5**

npaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
02972	\$6,117.08	\$0.00	07/02/2019	\$6,117.08

Balance Forward **\$,11 . 8**

Time Entry Sub-Total	\$4,812.50
Sub-Total:	\$4,812.50
Balance Forward	\$6,117.08
Total:	\$10,929.58
Amount Paid:	\$2,000.00
Balance Due:	\$8, 2 .58
Balance Forwarded to Invoice #03234	

Payment istory

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Sep 16 2019, 4 37 pm	--	\$8,929.58	Elizabeth Rogatski Paralegal	--
Invoice Reopened	Sep 4 2019, 10 28 am	--	--	Elizabeth Rogatski Paralegal	--
Balance Forwarded	Sep 3 2019, 10 28 am	--	\$8,929.58	Elizabeth Rogatski Paralegal	--
Payment Received	Aug 7, 2019	Credit Card [REDACTED] via portal	\$2,000.00	Jamie Marchi Client	Operating Account

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$8,034.95
Forwarded to #03251
Invoice # 03234
Invoice Date September 16, 2019
Payment Terms Due on Receipt
Due Date September 16, 2019

Mignogna v. Marchi, et al.

For services rendered between
 August 01, 2019 and August 31, 2019

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
08/01/2019	ER	Legal Services	Receive, download and save to client file Funimation's Letter to Judge and Exhibits for Continuation Hearing.	\$125.00	0.2	\$25.00
08/02/2019	SJ	Legal Services	Email correspondence with [REDACTED] regarding [REDACTED]; Research regarding [REDACTED]	\$250.00	0.2	\$50.00
08/06/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing on Defendants Rial and Toye's Motion to Dismiss Pursuant to TCPA; Notice of Hearing on Defendant Funimation's Motion to Dismiss; Defendant Funimation Productions, LLC's Supplemental Evidence in Support of Its TCPA Motion to Dismiss and Rule 11 Agreement regarding motions and responses.	\$125.00	0.4	\$50.00
08/12/2019	SJ	Legal Services	Telephone conferences with [REDACTED] and [REDACTED] regarding [REDACTED].	\$250.00	0.3	\$75.00
08/13/2019	SJ	Legal Services	Email correspondences regarding F [REDACTED] and [REDACTED].	\$250.00	0.2	\$50.00
08/14/2019	SJ	Legal Services	Telephone conference with [REDACTED] and [REDACTED] regarding [REDACTED]; Email correspondences with opposing counsel regarding V. Mignogna statements and options for online security.	\$250.00	1.0	\$250.00
08/16/2019	SJ	Legal Services	Legal research regarding [REDACTED].	\$250.00	1.2	\$300.00

08/22/2019	SJ	Legal Services	Finalize legal research on [REDACTED] [REDACTED].	\$250.00	0.6	\$150.00
08/28/2019	SJ	Legal Services	Legal research in preparation for reply to response to TCPA hearing; Begin preparing for TCPA hearing; Email correspondences with opposing counsel.	\$250.00	0.5	\$125.00
08/29/2019	SJ	Legal Services	Legal research in preparation for Anti-SLAPP hearing.	\$250.00	0.6	\$150.00
08/31/2019	SJ	Legal Services	Conference with [REDACTED]; Review and annotate response and objections; Draft letter requesting Ty Beard notary book; Pre-write outline for reply.	\$250.00	5.1	\$1,275.00
Non-billable Time Entries:						
08/22/2019	ER	Legal Services	Retrieve and download case law.	\$125.00	0.3	\$37.50

Totals: **10.6 \$2,500.00**

Expenses

Date	EE	Activity	Description	Cost	Quantity	Line Total
08/30/2019	SJ	Lexis/Research Expenses	August charges	\$105.37	1.0	\$105.37

Expense Total: **\$105.**

npaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
03094	\$10,929.58	\$2,000.00	08/01/2019	\$8,929.58

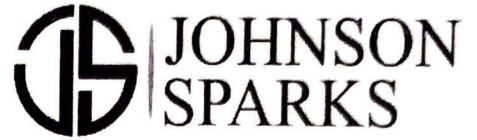
Balance Forward: **\$, 2 . 5**

Time Entry Sub-Total:	\$2,500.00
Expense Sub-Total:	\$105.37
Sub-Total:	\$2,605.37
Balance Forward:	\$8,929.58
Total:	\$11,534.95
Amount Paid:	\$3,500.00
Balance Due:	\$, 0 . 5
Balance Forwarded to Invoice #03251	

Payment istory

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Oct 1 2019, 9:36 am	--	\$8,034.95	Elizabeth Rogatski Paralegal	--
Payment Received	Sep 16, 2019	Trust	\$3,500.00	Elizabeth Rogatski Paralegal	Operating Account

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$18,503.12
Invoice # 03251
Invoice Date October 1, 2019
Payment Terms Due on Receipt
Due Date October 01, 2019

Mignogna v. Marchi, et al.

For services rendered between
 September 01, 2019 and September 30, 2019

Securely pay online with your credit card

<https://johnsonsparks.mycase.com/xre8jha8>



Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
09/01/2019	SJ	Legal Services	Draft reply to response to motion to dismiss.	\$250.00	2.6	\$650.00
09/02/2019	SJ	Legal Services	Draft reply to response to motion to dismiss; Receive and review second amended petition; Revise motion to strike; Various email correspondences with [REDACTED].	\$250.00	4.6	\$1,150.00
09/03/2019	ER	Legal Services	Receive, download and save to client file multiple filings on behalf of Plaintiff.	\$125.00	0.2	\$25.00
09/03/2019	SJ	Legal Services	Draft, revise, and finalize Reply to Response to TCPA Motion; Receive and review Plaintiff's pleadings.	\$250.00	4.3	\$1,075.00
09/03/2019	ER	Legal Services	Receive, download and save to client file additional pleadings filed by all parties; proofread Reply to Plaintiff's Response to Motion to Dismiss; eFile same; receive, download and save to client file the File-Stamped copy of same.	\$125.00	0.6	\$75.00
09/03/2019	MF	Legal Services	Review all pleadings exchanged to date, and all TCPA Motions and responses in connection with assisting S. Johnson to prepare for TCPA Motion oral argument.	\$250.00	1.1	\$275.00
09/04/2019	SJ	Legal Services	Email correspondences regarding [REDACTED]; Telephone conference with [REDACTED] regarding [REDACTED].	\$250.00	1.2	\$300.00

09/05/2019	ER	Legal Services	Receive, download and save to client file Notice of Appearance on behalf of Plaintiff and letter to Judge enclosing four binders for hearing.	\$125.00	0.1	\$12.50
09/05/2019	SJ	Legal Services	Prepare for hearing; Additional legal research regarding [REDACTED]; Prepare presentation for hearing.	\$250.00	6.3	\$1,575.00
09/05/2019	MF	Legal Services	Assist S. Johnson with preparation for oral argument on TCPA Motion.	\$250.00	0.7	\$175.00
09/06/2019	SJ	Legal Services	Hearing on Motion to Dismiss.	\$250.00	6.0	\$1,500.00
09/06/2019	MF	Legal Services	Attend TCPA Hearing.	\$250.00	5.0	\$1,250.00
09/09/2019	SJ	Legal Services	Post-hearing research regarding [REDACTED]	\$250.00	0.7	\$175.00
09/10/2019	SJ	Legal Services	Email correspondences regarding meeting with judge; Telephone conference with [REDACTED] regarding [REDACTED]	\$250.00	1.3	\$325.00
09/13/2019	SJ	Legal Services	Research regarding [REDACTED]; Telephone conference with [REDACTED] regarding [REDACTED]; Conference with M. Friedman regarding [REDACTED].	\$250.00	0.8	\$200.00
09/16/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED]	\$250.00	0.3	\$75.00
09/16/2019	ER	Legal Services	Telephone call with court clerk regarding Order to Dismiss Marchi; email exchange with S. Johnson regarding same.	\$125.00	0.1	\$12.50
09/17/2019	SJ	Legal Services	Attend hearing called by Judge; Travel to and from same.	\$250.00	2.8	\$700.00
09/17/2019	MF	Legal Services	Travel and attendance for appearance requested by Judge.	\$250.00	2.8	\$700.00
09/18/2019	SJ	Legal Services	Email correspondences regarding [REDACTED]	\$250.00	0.2	\$50.00
09/20/2019	MF	Legal Services	Conference with S. Johnson regarding [REDACTED]	\$250.00	0.1	\$25.00

Totals: 41.8 \$10,325.00

Expenses

Date	EE	Activity	Description	Cost	Quantity	Line Total
09/30/2019	SJ	Lexis/Research Expenses		\$143.17	1.0	\$143.17

Expense Total: \$143.17

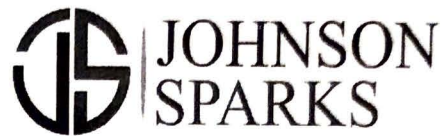
Unpaid Invoice Balance Forward

Invoice	Invoice Total	Amount Paid	Due Date	Balance Forward
03234	\$11,534.95	\$3,500.00	09/16/2019	\$8,034.95

Balance Forward: \$8,034. 5

Time Entry Sub-Total:	\$10,325.00
Expense Sub-Total:	\$143.17
Su Total	\$10,468.17
Balance Forward:	\$8,034.95
Total	\$18,503.12
Amount Paid	\$0.00
Balance Due	\$18,503.12

Johnson & Sparks PLLC
 7161 Bishop Road
 Suite 220
 Plano, Texas 75024
 469-458-9843



Jamie Marchi

Balance \$26,161.46
Invoice # 03333
Invoice Date November 1, 2019
Payment Terms Due on Receipt
Due Date November 01, 2019

Mignogna v. Marchi, et al.

Securely pay online with your credit card
<https://johnsonsparks.mycase.com/xmtpc5fg>



Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
10/01/2019	SJ	Legal Services	Prepare for mediation; Revise Motion to Sever; Conference with ██████ regarding ██████	\$250.00	2.0	\$500.00
10/02/2019	SJ	Legal Services	Mediation.	\$250.00	11.0	\$2,750.00
10/02/2019	MF	Legal Services	Mediation.	\$250.00	11.0	\$2,750.00
10/07/2019	SJ	Legal Services	Legal research/email correspondences with ██████ regarding ██████	\$250.00	0.5	\$125.00
10/14/2019	SJ	Legal Services	Email correspondences with ██████ regarding ██████.	\$250.00	0.2	\$50.00
10/14/2019	SJ	Legal Services	Telephone conference with ██████ regarding ██████; Legal research regarding ██████; Review and redact privileged information from invoices.	\$250.00	1.4	\$350.00
10/14/2019	ER	Legal Services	Draft Affidavit of Services for S. Johnson; prepare report of expenses for hearing.	\$125.00	0.6	\$75.00
10/15/2019	SJ	Legal Services	Additional legal research regarding ██████	\$250.00	0.3	\$75.00
10/16/2019	SJ	Legal Services	Receive and review ██████; Revise affidavit for fees.	\$250.00	0.5	\$125.00
10/18/2019	SJ	Legal Services	Phone conference with ██████; Phone conference with ██████ regarding ██████.	\$250.00	1.2	\$300.00
10/21/2019	SJ	Legal Services	Email correspondences regarding ██████.	\$250.00	0.2	\$50.00

10/22/2019	SJ	Legal Services	Email correspondences with [REDACTED] regarding [REDACTED]; Receive and review [REDACTED]; Email correspondences regarding [REDACTED] and review [REDACTED] regarding same.	\$250.00	0.8	\$200.00
10/22/2019	MF	Legal Services	Conference with [REDACTED] regarding [REDACTED].	\$250.00	0.2	\$50.00
10/23/2019	ER	Legal Services	Receive, download and save to client file Notice of Intent to Serve Subpoena for Production of Documents on Nonparty Beard Harris Bullock and Hughes, PC and Notice of Intent to Serve Subpoena for Production of Documents on Nonparty Ty Beard.	\$125.00	0.1	\$12.50
10/23/2019	SJ	Legal Services	Receive and review Notice of Deposition of C. Slatosch; Email correspondence with co-defense counsel regarding [REDACTED].	\$250.00	0.2	\$50.00
10/25/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing, correspondence to Judge and Notice of Appeal.	\$125.00	0.2	\$25.00
10/25/2019	SJ	Legal Services	Email correspondences for [REDACTED].	\$250.00	0.2	\$50.00
10/29/2019	ER	Legal Services	Receive, download and save to client file Motion to Quash Deposition.	\$125.00	0.1	\$12.50
10/30/2019	ER	Legal Services	Receive, download and save to client file Notice of Hearing on Submission of Defendants Monica Rial and Ronald Toye's Motion to Compel Deposition and Documents of Chris Slatosch.	\$125.00	0.1	\$12.50

Totals: 30.8 \$7,562.50

Expenses

Date	EE	Activity	Description	Cost	Quantity	Line Total
06/30/2019	SJ	Lexis/Research Expenses		\$58.64	1.0	\$58.64
07/31/2019	SJ	Lexis/Research Expenses		\$20.25	1.0	\$20.25
10/01/2019	SJ	Black & White Copies		\$0.15	113.0	\$16.95

Expense Total: \$95.84

Unpaid Invoice Balance forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
03251	\$18,503.12	\$0.00	10/01/2019	\$18,503.12

Balance Forward: \$ 8,503. 2

Time Entry Sub-Total:	\$7,562.50
Expense Sub-Total:	\$95.84
Sub-Total:	\$7,658.34
Balance Forward:	\$18,503.12
Total:	\$26,161.46
Amount Paid:	\$0.00
Balance Due:	\$26,161.46

Account Summary

Jamie Marchi's Trust Balance

Balance As Of 11/01/2019:
\$0.00

EXHIBIT G-3

Account Number

422KBH27D
 JOHNSON & SPARKS
 PLLC

Date Range

04/01/2019 - 09/30/2019

Report Date

10/15/2019

Currency

UNITED STATES
 DOLLAR

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT USE			TRANSACTIONAL USE			TOTAL BEFORE TAX	TAX*	TOTAL CHARGES
	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL GROSS AMOUNT	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET AMOUNT			
MARCHI	\$1,464.00	(\$1,340.56)	\$123.44	\$0.00	\$0.00	\$0.00	\$123.44	\$8.17	\$131.61
MARCHI/MIGNOGNA	\$1,581.00	(\$1,452.35)	\$208.59	\$0.00	\$0.00	\$0.00	\$208.59	\$13.81	\$222.40
Total:	\$3,045.00	(\$2,792.91)	\$332.03	\$0.00	\$0.00	\$0.00	\$332.03	\$21.98	\$354.01

EXCHANGE RATE TO United States dollar

Date	Rate	From Currency	Base Currency
OCT-15-2019	1	UNITED STATES DOLLAR	UNITED STATES DOLLAR