

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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LINDA WILLIAMS,

Plaintiff,

Index No. 150119/10

-against-

DAMON A. DASH

**AFFIDAVIT OF LINDA
WILLIAMS**

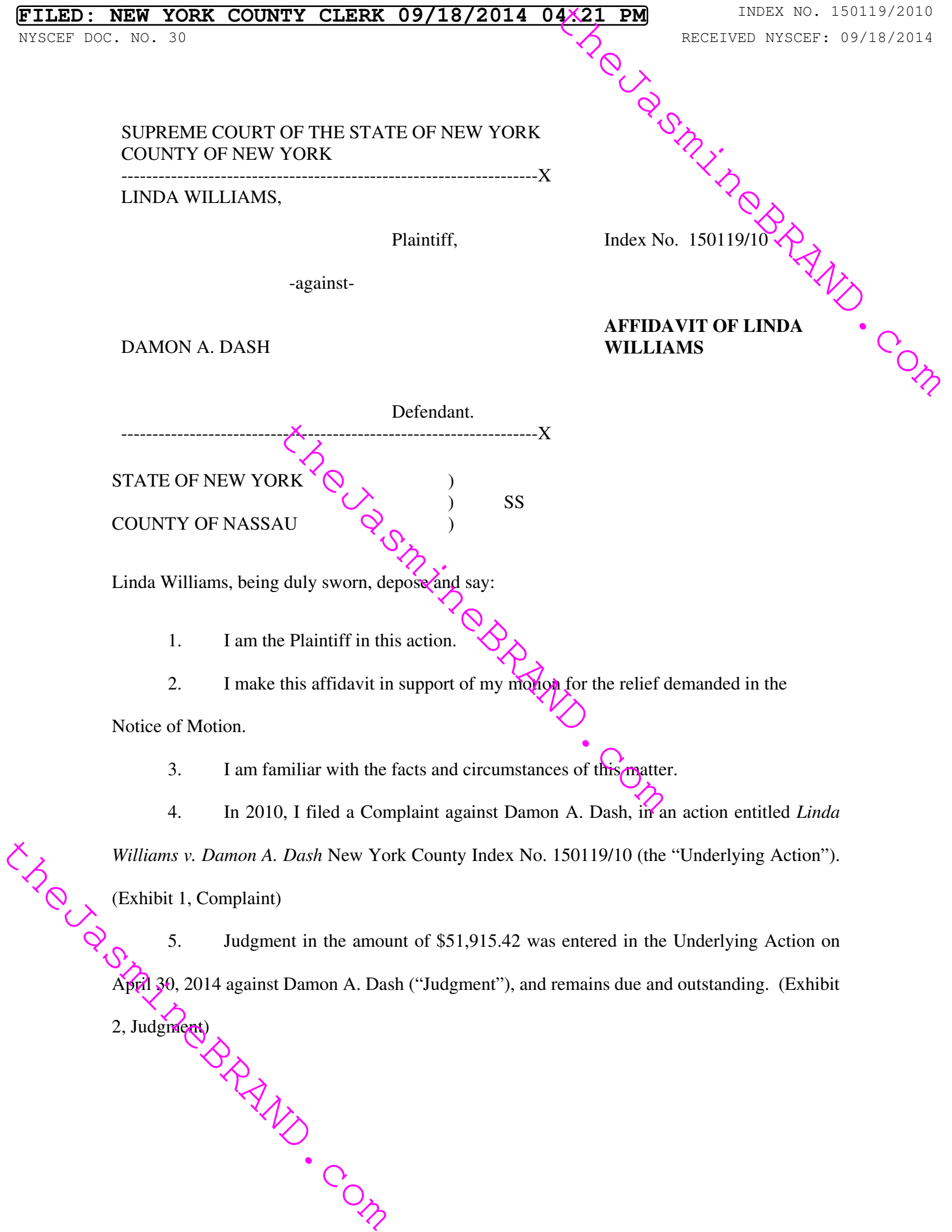
Defendant.

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STATE OF NEW YORK)
) SS
COUNTY OF NASSAU)

Linda Williams, being duly sworn, depose and say:

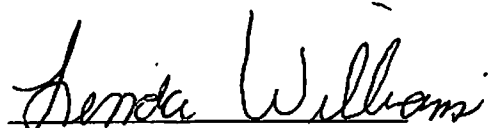
1. I am the Plaintiff in this action.
2. I make this affidavit in support of my motion for the relief demanded in the Notice of Motion.
3. I am familiar with the facts and circumstances of this matter.
4. In 2010, I filed a Complaint against Damon A. Dash, in an action entitled *Linda Williams v. Damon A. Dash* New York County Index No. 150119/10 (the "Underlying Action"). (Exhibit 1, Complaint)
5. Judgment in the amount of \$51,915.42 was entered in the Underlying Action on April 30, 2014 against Damon A. Dash ("Judgment"), and remains due and outstanding. (Exhibit 2, Judgment)



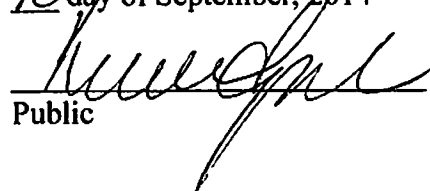
6. On August 13, 2014 Damon A. Dash filed a Summons with Notice in the Lawsuit against Lee Daniels, Lee Daniels Entertainment LTD., Simone Sheffield, Canyon Entertainment alleging causes of action for breach of contract, breach of the duty of good faith and fair dealing, promissory estoppel, unjust enrichment, conversion, tortious interference, and defamation (the "Lawsuit"). (Exhibit 3, a true and accurate copy of the Summons with Notice filed in *Damon Dash v. Lee Daniels, Lee Daniels Entertainment LTD., Simone Sheffield, Canyon Entertainment*, New York County Index No. 157989/2014).

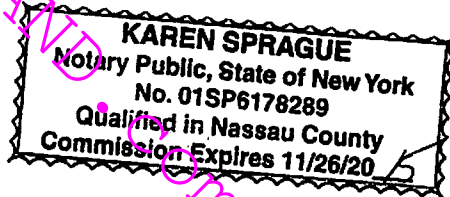
7. Pursuant to CPLR 5225(a), as judgment creditor of Damon A. Dash, I am entitled to a judgment compelling him to turnover and assign all claims and interest he has in the Lawsuit to me.

WHEREFORE I request the motion be granted in its entirety.


Linda Williams

Sworn to before me this
10 day of September, 2014


Notary
Public



**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

DAMON DASH

Plaintiff,

-against-

LEE DANIELS, LEE DANIELS ENTERTAINMENT LTD.,
SIMONE SHEFFIELD, CANYON ENTERTAINMENTDefendants.

Index No.:

Date Summons filed:

08/13/2014

Plaintiff designates New York
County as the place of trial*The basis of venue is*

CPLR § 509

SUMMONS WITH NOTICE*Plaintiff resides at:*60 Orchard Street,
New York, NY 10002

To the above named Defendants:

YOU ARE HEREBY SUMMONED to serve a notice of appearance on the *Plaintiff's Attorneys* within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York).

Take notice that the object of this action, and the relief sought, is to recover monetary damages available under applicable law and to be proven at trial for causes of action including, but not limited to:

i. As to Defendants Lee Daniels and Lee Daniels Entertainment, Ltd.

(1) Breach of contract, including but not limited to, breach of the agreements between Damon Dash and Lee Daniels, which pertained to the production of several film and television projects like "The Woodsman", "Shadowboxer", "Tennessee," "Precious," "The Paperboy," "Lee Daniels' The Butler," among others, along with breach of any other agreements among the parties, including but not limited to, any subsequent oral and/or written modifications to said agreements pertaining to the production of several film and television projects.

(2) Breach of the duty of good faith and fair dealing, under the common law of the state of New York, arising from, among other things, Defendants attempt to deprive Plaintiff of the monetary benefits and producer and executive producer credits owed to Mr. Dash as per the parties' agreements along with any ownership rights normally conferred therewith.

(3) Promissory estoppel, under the common law of the state of New York, arising from, among other things, Defendants attempt to deprive Plaintiff of the monetary benefits and producer and executive producer credits owed to Mr. Dash as per the parties' agreements along with any ownership rights normally conferred therewith.

(4) Unjust enrichment, under the common law of the state of New York, arising from, among other things, Defendants attempt to deprive Plaintiff of the monetary benefits and producer and

executive producer credits owed to Mr. Dash as per the parties' agreements along with any ownership rights normally conferred therewith.

(5) Conversion, under the common law of the state of New York, arising from, among other things, Defendants interference with, or conversion of Plaintiff's business opportunities, and Defendants unauthorized assumption and use of Plaintiff's property-i.e., certain films-to the exclusion of the of Plaintiff.

ii. As to Defendants Simone Sheffield and Canyon Entertainment.

(6) Tortious interference with a business relationship, under the common law of the state of New York, arising from, among other things, Defendants interference with oral and written agreements by, and between, Damon Dash and Lee Daniels, which pertained to the production of several film and television projects like "The Woodsman", "Shadowboxer", "Tennessee," "Precious," "The Paperboy," "Lee Daniels' The Butler," among others.

(7) Defamation, under the common law of the state of New York, arising from, among other things, Defendants' intentional and/or negligent publishing of false statements to third parties in the film and television industry, which concerned the Plaintiff being the subject of a looming incarceration when no such incarceration ever took place.

In case of your failure to appear, judgment will be sought and taken against you, by default, as follows:

(i) for all claims against Defendants Lee Daniels and Lee Daniels Entertainment Ltd., Twenty Five Million Dollars (\$25,000,000.00), an award for producer and/or executive producer credits on all Lee Daniels' films and TV projects, reasonable attorney's fees, costs and disbursements of this action, and any other just and equitable relief that may be deemed proper;

(ii) for all claims against Defendants Simone Sheffield and Canyon Entertainment, One Million Dollars (\$1,000,000.00), reasonable attorney's fees, costs and disbursements of this action, and any other just and equitable relief that may be deemed proper.

Dated: August 13, 2014
New York, NY

BHUSHAN LAW GROUP, P.C.

By: /s/ Natraj S. Bhushan, Esq.
Natraj S. Bhushan, Esquire.

By: /s/ Eric Howard, Esq.
Eric Howard, Esquire

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