

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EDWYNA W. BROOKS d/b/a EW BROOKS
LLC,

Action No.: 19-1944-JS

Plaintiff,

- against -

DAMON ANTHONY DASH and POPPINGTON
DASH
LLC d/b/a DAMON DASH STUDIOS,

DECLARATION OF DAMON

Defendants.
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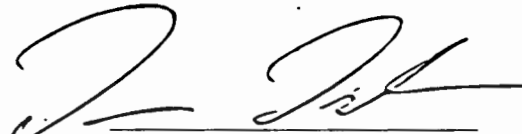
I declare under penalty of perjury under the laws of the United States of America and California that the foregoing is true and correct.

1. I submit this Declaration attesting to the present financial hardship that I am facing which is why I have not been able to pay the deposition transcript costs.
2. As suggested in the joint letter, I not have a salary or income, but depend solely on my business to provide me with some personal income. This personal income is virtually non-existent in recent times except for some one-off television projects and one substantial monetary settlement with Lee Daniels, the Academy Award nominated director.
3. In sum, virtually all of the revenues my business (Poppington LLC) generates is being utilized by this business to sustain itself, pay its employees and overhead and, hopefully break even (profit wise) over time.
4. Due to the confidential and personal nature of certain documents, I am sending copies of garnishment notices, restraining notices, expenses, etc. separately for the Court to consider as directed.
5. More specifically, in roughly the last six months (which is when the remote deposition took place), I received no salary or distributions from my business and was primarily depending on the quarterly settlement payments I was supposed to receive from a lawsuit that I settled with Lee Daniels ("Settlement") to pay all of my personal and business expenses.
6. These expenses and obligations are substantial and, importantly, at the time the planned deposition was to go forward in Boston (two months ago), the monies owed to individuals, vendors, landlord, etc. was roughly \$100,000. An itemized list of these expenses is being submitted separately.
7. The Court will note that additional expenses were incurred due to the pregnancy of his fiancé, Raquel Horn.
8. In short, this roughly \$100,000 of expenses has since ballooned by tens of thousands of dollars as I did not receive the \$105,000 he was expecting to receive from the Settlement in April and July 2019 due to the money being tied up by restraining notices and motions in an interpleader action filed by his creditors. Copies of the Lee Daniels settlement and related restraining notices are being submitted separately. Again, my attorneys in the interpleader are working to resolve the dispute, but as a result of that interpleader action, the creditors seek to take all of these settlement payments for the next two years or so and redirect them to the themselves, all of which has put me in an extremely dire financial situation right now.
9. In short, my income streams have all been garnished or restrained presently and it is very difficult to address the mounting bills until I receive some relief from the Courts in which the various cases referred to are resolved. Thus, I would love to comply with the Court Order directing me to pay the transcript costs, but cannot presently pay these costs when funds are

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directing me to pay the transcript costs, but cannot presently pay these costs; when funds are available (which may be as soon as January 2020) when these cases are resolved, this cost can and will be paid to Plaintiff's counsel as ordered.

For the foregoing reasons, I respectfully ask this Court to deny any extra sanction requests and excuse me from having to comply with the Court's order until such time as the transcript costs can be paid.

Date: October 30, 2019
Los Angeles, California



Damon Anthony Dash

TMZ

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DATE FILED: 11/12/19

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 EDWYNA W. BROOKS d/b/a EW BROOKS :
 BOOKS LLC, :
 :
 Plaintiff, :
 :
 -v- :
 :
 DAMON ANTHONY DASH and POPPINGTON LLC :
 d/b/a DAMON DASH STUDIOS, :
 :
 Defendants. :
 ----- x

19-cv-1944 (JSR)
ORDER

JED S. RAKOFF, U.S.D.J.

On September 30, 2019, the Court ordered defendants Damon Dash and Poppington LLC to pay plaintiff Edwyna Brooks' counsel the sum of \$2,410.75 within 10 days, reflecting the full cost of the video/telephonic deposition of Dash on July 17, 2019 that Brooks' counsel had to bear. See ECF No. 49. When this was not done, the parties submitted a joint letter to the Court dated October 16, 2019. See ECF No. 53. In that letter, Brooks requested, by way of a sanction, judgment against defendants on her copyright claims. See id. Defendants, in their response, claimed that no sanction should be imposed because they simply could not afford to pay such amount at this time. See id.

Upon receipt of this letter, the Court directed defendants to send to the Court an affidavit attesting to such indigency, plus, on an ex parte basis, the relevant financial and other documents showing defendants' financial conditions. On October

21, 2019, defendants submitted the affidavit and supporting documentation. (The affidavit will be docketed, and the documentation filed under seal.)

The documentation submitted by defendants does appear to confirm that defendants would not be able to pay the sum of \$2,410.75 at this time without incurring financial hardship. Accordingly, no sanction will be imposed at this time. Nonetheless, defendants will remain liable for the amount at issue, and, if the amount has not been paid within six months of the date hereof, Brooks may file a new motion seeking to compel the payment and the Court will conduct further inquiries at that time.

The Clerk of the Court is directed to close the entry with the docket number 53.

SO ORDERED.

Dated: New York, NY
November 9, 2019



JED S. RAKOFF, U.S.D.J.

BROWN & ROSEN LLC

Attorneys At Law
100 State Street, Suite 900
Boston, MA 02109

w [REDACTED]

October 16, 2019

Hon. Jed Rakoff
United States District Court Judge
Southern District of New York
500 Pearl Street
New York, NY 10007
RakoffNYSDChambers@nysd.uscourts.gov

USDC SDNY
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DOC #:
DATE FILED: 10/21/19

RE: Brooks. v. Dash, et al
DOCKET NO. 1:19-cv-1944-JS

Dear Hon. Judge Rakoff:

This office is counsel to the Plaintiff Edwyna Brooks d/b/a EW Brooks Books LLC (“Brooks”). In an Order dated September 30, 2019, the Defendant was sanctioned \$2,410.75. ¹The Order mandated that the Defendants pay the amount in ten (10) days.

To date, the Defendants have not paid the sanction. Due to Defendant’s failure to comply, Plaintiff requests judgment against the Defendants on Plaintiff’s copyright claims. The Court has granted Plaintiff summary judgment on the trademark claims.

Defendant’s Opposition From Attorney Bhushan

In response to this letter, defendant write to the Court seeking relief from the Court’s order directing them to pay the full cost of the video deposition and submit to the Court evidence that, as Mr. Dash claims, it would be a financial hardship for Dash to pay this cost at this particular time; when funds are available, this cost can be paid to defendants.

As a preliminary matter, Mr. Dash does not have a salary or income, but depends solely on his business to provide him with some personal income. This personal income is virtually non-existent in recent times except for some one-off television projects and one substantial monetary settlement with Lee Daniels, the Academy Award nominated director. In sum, virtually all of the revenue Dash’s business (Poppington LLC) generates is being utilized by his business to sustain itself, pay its employees and overhead and, hopefully break even (profit wise) over time.

In roughly the last six months, Mr. Dash received no salary or distributions and was primarily depending on the quarterly settlement payments he was receiving from a

¹ Defendants have not sought reconsideration of the sanction.

lawsuit he settled with Lee Daniels (“Settlement”) to pay all of the expenses. Between Mr. Dash’s work and personal obligations, at the time this Order was issued, the monies owed to individuals, vendors, landlord, etc. was in excess of over \$100,000, which has since ballooned by tens of thousands of dollars as Dash did not receive the \$105,000 he was expecting to receive from the Settlement in April, July and October 2019 due to the money being tied up by restraining notices and motions in an interpleader action filed by his creditors.

The net result of that interpleader action was basically to take all of Dash’s settlement payments for the next two years or so and redirect them to the creditors in the interpleader action, which puts him in an extremely dire financial situation right now.

Due to confidentiality obligations relating to the Settlement, Mr. Dash cannot produce the agreement to third parties, but can show the Court this document and his finances, in camera, if necessary.

For the foregoing reasons, we respectfully ask that the Court deny the Plaintiff’s letter motion (which requests Draconian sanctions) and delay the payment for his deposition until a later date in time at which point it can be paid.

Sincerely,
Brown & Rosen LLC
By:



Christopher L. Brown