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DEREK DIXON

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION

Case No. 25STCV17235

DEREK DIXON, an individual

Plaintiff,

vs.

TYLER PERRY, an individual; TPS
PRODUCTION SERVICES, LLC, a Limited
Liability Company; AND ACTION LLC, a
Limited Liability Company and DOES 1-50,
Inclusive,

Defendants.

COMPLAINT:

1. Quid Pro Quo Sexual Harassment (Gov. Code 12940(j)).
2. Work Environment Harassment (Gov. Code 12940(j))
3. Sexual Harassment (Ralph Act §51.9)
4. Workplace Gender Violence (CC §52.4)
5. Violation of Bane Act (CC §52.1)
6. Sexual Battery (CC 1708.5)
7. Sexual Assault (CC 340.16)
8. Negligent Retention
9. Intentional Infliction of Emotional Distress
10. Retaliation - FEHA

DEMAND FOR JURY TRIAL

SUMMARY OF ACTION

1. Plaintiff, Derek Dixon, (“Plaintiff”) files his Complaint against Defendant Tyler Perry aka Emmitt Perry Jr.(“Perry”); TPS Production Services, LLC (“TPS”) and And Action, LLC (“AA”), (together, “Defendants”), alleging as follows:

2. The following complaint is pled on information and belief:

3. This case arises from a sustained pattern of workplace sexual harassment, assault, and retaliation perpetrated by Tyler Perry, a powerful media mogul, against Plaintiff Derek Dixon, a professional actor and screenwriter. Mr. Perry is an American actor, filmmaker, and playwright who has built one of the most successful careers in the film and television industry. Mr. Perry took his success and power and used his considerable influence in the entertainment industry to create a coercive, sexually exploitative dynamic with Mr. Dixon—initially promising him career advancement and creative opportunities, such as producing his pilot and casting him in his show, only to subject him to escalating sexual harassment, assault and battery, and professional retaliation when Mr. Dixon did not reciprocate Mr. Perry’s unwanted advances. These events occurred while Mr. Dixon was employed as a series regular on the Tyler Perry show “The Oval,” and while Mr. Perry held direct control over his employment, compensation, and creative opportunities.

4. Tyler Perry rose, against all odds, to become one of the powerful figures in the entertainment industry. His success story—once a symbol of perseverance and self-made achievement—has now become a cautionary tale of how unchecked power, wealth, and influence can corrupt those who attain it. Among other contracts, Perry received a lucrative multi-year partnership with the Oprah Winfrey Network and his net worth tops \$1.36 Billion.

5. Tyler Perry’s rise to fame and fortune elevated him from a powerless victim to a figure of tremendous wealth, influence, and power, culminating in the ownership of his own film studio.

6. Rather than using his influence responsibly, Tyler Perry has engaged in a pattern of misconduct where he exploited his position of power.

7. Tyler Perry has been using his power and influence to molest, abuse, and sexually assault impressionable and vulnerable employees and actors who look to him for guidance and mentorship

1 while pursuing their dreams.

2 8. Just like Harvey Weinstein, Bill Cosby, R. Kelly, Sean “P-Diddy” Combs, Kevin Spacey,
3 Roger Ailes, and many others in the industry, Mr. Perry’s success has led him to believe that
4 money and influence can get him whatever he wants. That belief slowly transformed into the false
5 idea that Mr. Perry can get whomever he wants. There are things in life that money cannot buy.

6 9. Mr. Perry sought the one thing his wealth and influence could not purchase—a sexual
7 relationship with a man who would remain silent. Perry told Mr. Dixon that his ideal relationship
8 would involve a male sexual partner who he could provide for, and who would be loyal but
9 emotionally detached. Perry told Dixon, “Whoever ends up with me is gonna be a happy
10 motherfucker.” In essence, Mr. Perry desired a one-sided, coercive dynamic with a subordinate—
11 an arrangement devoid of mutual consent or emotional reciprocity. Thus began Perry’s calculated
12 pursuit of Mr. Dixon.

13 10. This was not Mr. Perry’s first instance of sexual exploitation. He has demonstrated a
14 troubling pattern of exploiting vulnerable male actors and employees, leveraging his industry
15 power to create a cycle of hope and dependency. First, he offers aspiring actors the prospect of
16 career-defining opportunities—roles that promise visibility and advancement. Then, once they are
17 in his professional orbit, he uses the weight of his influence to ensnare them, positioning their
18 success as contingent on meeting his demands, in a quid pro quo sexual compromise. This pattern
19 of behavior reveals a calculated use of professional power for sexual leverage.

20 11. Using his influence, Mr. Perry provided vulnerable men with acting positions, roles, show
21 contracts, cars, and money. Once the object of his desire was hooked, Tyler Perry would then put
22 them in fear of losing it all unless they engaged in Mr. Perry’s perverted desire for sexual
23 gratification. Mr. Perry would easily “kill off” a character in a show of an actor who failed to
24 indulge Perry’s sexual fantasies.

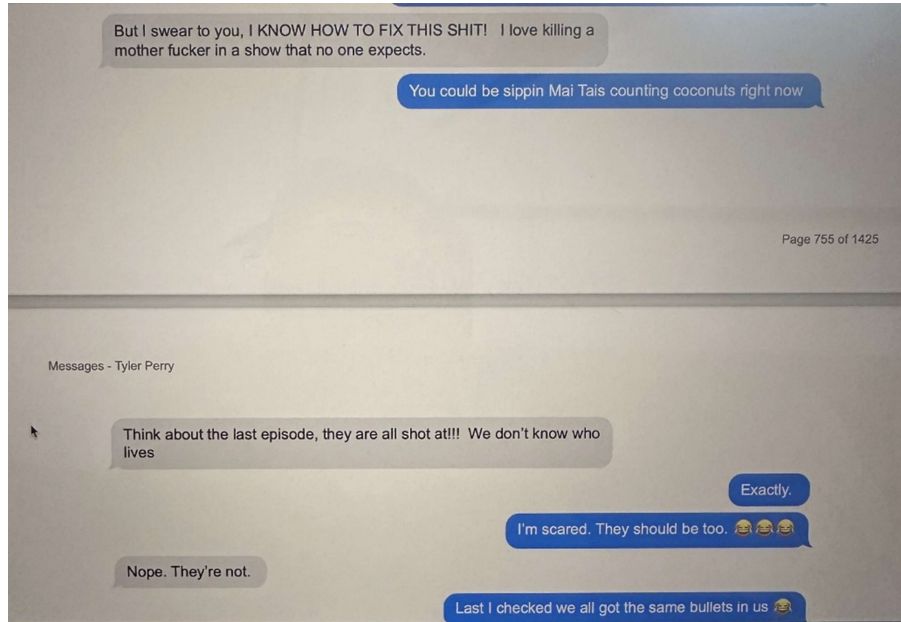
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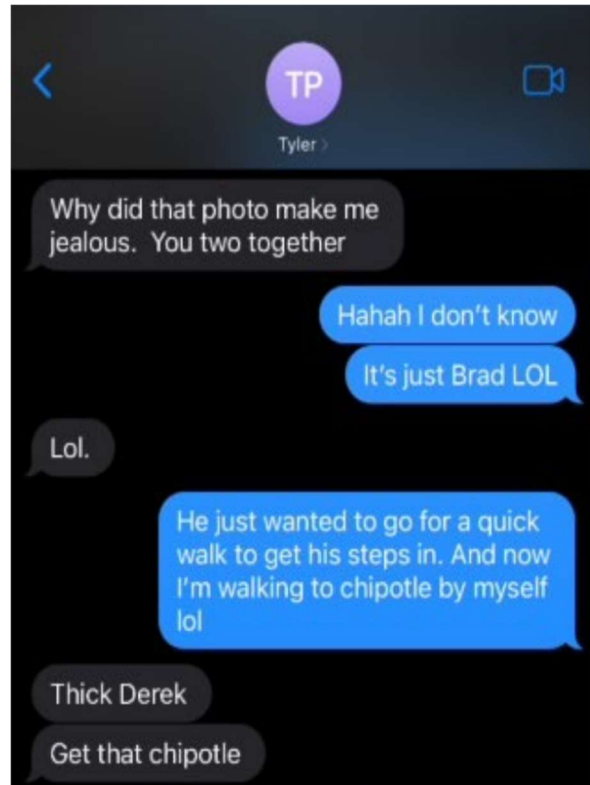
12. In one such exchange, Perry stated that he could “fix” things because the actors of a show he was filming should all be scared because they were all shot at and “we don’t know who lives.” Meaning that Tyler Perry was going to



use this as a tool to gain compliance with his desires.

13. Derek Dixon was Mr. Perry’s sexual desire ever since they became acquainted. Dixon was working as part of the event staff for a party hosted by Mr. Perry, when Perry noticed him. Perry immediately offered Dixon the chance to audition for a part in one of his TV productions.

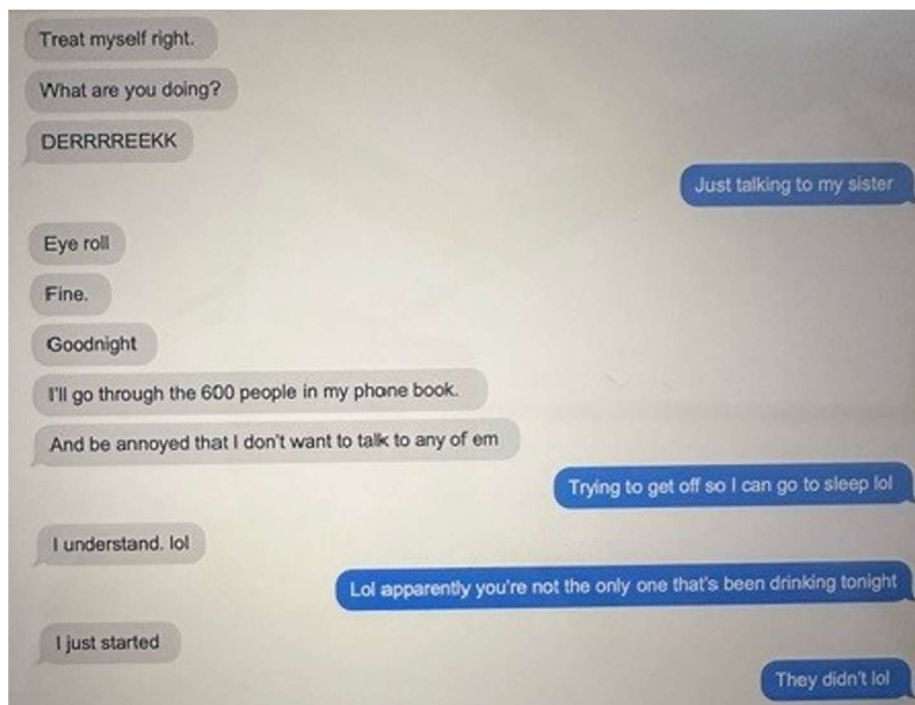
14. Dixon agreed and was on set with Perry behind the camera for weeks in close quarters. During the time they were filming, Perry would send flirtatious text messages to Dixon. For example, in one message, Perry stated that he was jealous when he saw Dixon going on walk with another man named Brad.



15. In another text message, Perry stated to Dixon “What’s it going to take for you to have guiltless sex? Have y’all found that yet in therapy?” ... “You can [] have freedom from religious guilt and still believe in Christ.”

16. Plaintiff carefully navigated a friendly demeanor to prevent the loss of income and opportunity on the one hand, and on the other a firm boundary against Perry’s advances. Often, when Mr. Perry started drinking, he would demand more attention from Plaintiff and get more aggressive with his flirting.

17. On one occasion when Mr. Perry was drinking, he started to become extremely annoyed when Mr. Dixon avoided him. Mr. Perry stated that of the 600 people in his phonebook, he only wanted to talk to Mr. Dixon:



18. Dixon did his best to tiptoe around Mr. Perry's sexual aggression while keeping on Mr. Perry's good side. Mr. Perry made it clear to Dixon that if Dixon ignored Perry or failed to engage with the sexual innuendos, Dixon's character would "die" in the next season. Indeed, Dixon's character "Dale" was shot four times in the chest at the end of his first season on "The Oval," and Perry always held this over Mr. Dixon's head, implying that "Dale" would survive if Dixon kept Perry "happy."

19. Once Perry recognized the extent of control he had over Mr. Dixon, he escalated this behavior. On multiple occasions, Mr. Perry sexually assaulted Mr. Dixon, including one instance where he forcibly pulled off Mr. Dixon's clothing, groped his buttocks, and attempted to force himself on Dixon. Mr. Dixon told a drunken Perry "No," and attempted to remove Mr. Perry's hands, but Mr. Perry held tightly onto Dixon's wrists. Mr. Dixon was only able to escape after de-escalating the situation by abruptly changing the subject.

20. The day after the assault Mr. Perry called and texted Mr. Dixon relentlessly. Saying "Tried you. Call me," and "I really need to talk to you please call as soon as you can." Finally, when Mr. Dixon answered Tyler Perry's call, Mr. Perry profusely apologized for the sexual assault while blaming it on other things. Perry continued, he "didn't know why [he] would do that. Maybe [he] was self-sabotaging." ***On the very same call where he apologized for the sexual assault against Dixon***, Perry told Dixon, "And don't worry, we're gonna do your show," referring to the pilot that Perry knew Mr. Dixon had desperately wanted to produce.

21. Shortly thereafter, Mr. Dixon got a call from Perry's lawyer saying that "Christmas had come early" and that Dixon was getting a substantial raise, and the show was greenlit. Perry's attorney explicitly warned Dixon not to tell any other actor on the show about Dixon's raise because no other actors were getting a raise, only Dixon.

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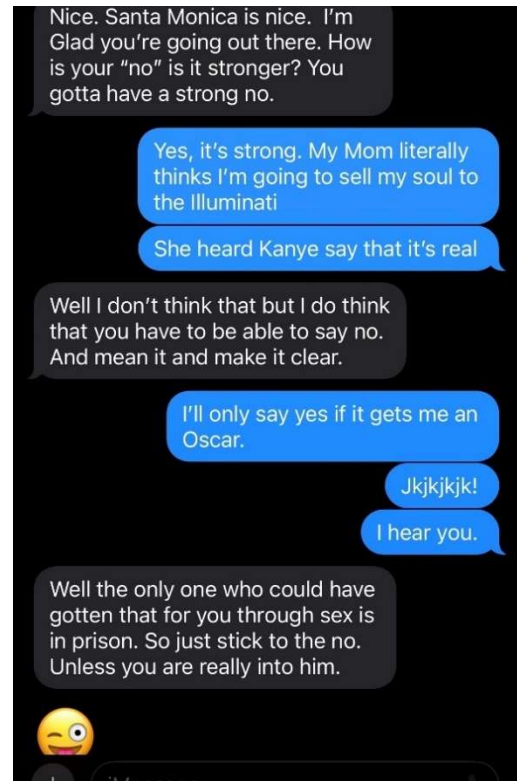
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22. Perry kept telling Dixon that he was sorry and that the harassment would not happen again. However, the harassment and assaults continued. Mr. Perry would also try to deflect the blame for the sexual assault by saying that Dixon didn't have a strong enough "No."

23. Perry told Dixon that "you have to be able to say no [to propositions for sex]. And mean it and make it clear."

24. Dixon did not know how to answer without facing retaliation, cancellation of his production contact, or perhaps being killed of the show. So instead, Dixon made a joke out of the situation stating that "I'll only say yes [to sex] if it gets me an Oscar."

25. In response Tyler Perry stated, "the only one who could have gotten that [the Oscar] **for you through sex** is in prison. So just stick to the no. Unless you are really into him." (emphasis added).



26. Perry reveals through these text messages that the "No." he was referring to was Dixon's "No." to sex in exchange for promotion in the industry – classically known as quid pro quo sexual harassment. Perry sent this message to Dixon because that is exactly what Tyler Perry was doing. At some point Dixon left Atlanta and moved to Santa Monica to create distance from Tyler Perry. However, even at long distances, Mr. Perry continued to sexually harass Mr. Dixon.

PARTIES

27. Plaintiff DEREK DIXON ("Plaintiff") is an individual who resides in the State of California.

28. Defendant, TYLER PERRY is an individual who resides in both the State of Georgia and in the State of California and has extensive business contacts in the State of California so that he has conducts substantial, continuous, and systematic business activities in California.

29. Defendant, TPS PRODUCTION SERVICES, LLC ("TPS") is a Limited Liability

1 Company doing business in the state of California but is headquartered in Georgia.

2 30. Defendant AND ACTION, LLC is a Limited Liability Company doing business in the state
3 of California but is headquartered in Georgia.

4 31. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1
5 through 50 (collectively with TPS PRODUCTION SERVICES, LLC, AA and TYLER PERRY,
6 the “Defendants” or “Defendant”), inclusive, and therefore sues these Does by such fictitious
7 names under California Code of Civil Procedure § 474. Plaintiff will amend this Complaint to
8 allege their true names and capacities when the same are ascertained.

9 32. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
10 defendants is legally responsible in some manner for the occurrences herein alleged and that the
11 injuries of Plaintiff as herein alleged have been proximately caused by the aforementioned
12 defendants, and each of them.

13 33. On information and belief one or more Defendant is the full or partial parent or owner of,
14 a wholly or partially owned subsidiary or division of, the agent of, the alter egos of each other,
15 and/or subsidiaries or divisions of an unknown and unnamed parent or holding enterprise.

16 34. Plaintiff is informed and believes and thereon alleges that each of the Defendants named
17 herein has at all times relevant to this action been the officer, agent, employee and/or representative
18 of the remaining Defendants and has acted within the course and scope of such agency and
19 employment, and with the permission and consent of the Defendants.

20 35. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
21 responsible, jointly and severally, for the events and injuries described herein and caused damages
22 thereby to Plaintiff as alleged herein as the operations of each Defendants together with the other
23 ones consist of an integrated enterprise with centralized operations such that the parent has
24 substantial control over the subsidiary’s employment practices and the hiring and firing of
25 employees.

26 36. On information and belief, it further is alleged that the Defendants were at all times relevant
27 hereto, the alter egos of each other such that to affirm the legal separateness of the Defendants for
28 purposes of the claims presented in this action would lead to an injustice and/or inequitable result.

1 There is a unity of interest and ownership between the company and its equitable owner(s) that the
2 separate personalities of the company and its shareholders do not in reality exist. Defendants
3 exhibit an interrelation of operations, commingling of funds, lack of observation of corporate
4 formalities, undercapitalization, centralized control, common management, and common financial
5 control such that they are an integrated enterprise and/or are alter egos. The company is a mere
6 shell, instrumentality, and conduit through which the individual Defendant(s) carried on their
7 business, exercising complete control and dominance of such business to the extent that any
8 individuality or separateness of the Defendants does not and did not exist.

9 37. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
10 each of the defendants was acting as the partner, agent, servant, and employee of each of the
11 remaining defendants, and in doing the things alleged herein was acting within the course and
12 scope of such agency and with the knowledge of the remaining Defendants.

13 VENUE AND JURISDICTION

14 38. This Court has personal jurisdiction over all Defendants because they have purposely
15 availed themselves, are residents of the State and/or conduct business in California and this lawsuit
16 arises out of acts that occurred in California and relates to their contacts with California. Further,
17 the vast pattern of abuse, including sexual assault, harassment, and inappropriate, in addition to
18 wielding control and power over a Plaintiff was consistently present when Defendant Perry
19 engaged in the most recent acts described herein. The location of all events herein alleged occurred
20 within the jurisdiction of California.

21 39. Plaintiff was harmed and injured in California by Defendants.

22 40. The California Superior Court also has jurisdiction in this matter because the individual
23 monetary damages and restitution sought herein exceed the minimal jurisdiction limits of the
24 Superior Court and will be established at trial, according to proof.

25 41. Venue is proper in Los Angeles County pursuant to CCP §395 (a) and CCP §395.5 in that
26 liability arose there because at least some of the transactions that are the subject matter of this
27 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts
28 business, and/or has an agent therein.

42. This action is also timely under California's Sexual Abuse and Cover Up Accountability Act. California's Sexual Abuse and Cover Up Accountability Act (AB-2777) amended California Civil Procedure Section 340.16, extending the statute of limitations, opening up revival windows for adult survivors of sexual assault and related claims and acknowledging that a "two-year statute of limitations simply does not provide sexual assault survivors adequate time to heal from the physical and emotional trauma of a sexual assault and prepare for a civil case."

43. Mr. Dixon was a resident of California from January 2023 through the end of the relevant time period and the sexual assault and harassment of Mr. Perry continued and extended into the relevant time period where Mr. Dixon was a resident of and working from California for Mr. Perry.

44. Mr. Perry also resided in California.

45. Much of the harm caused by the sexual assaults occurred in California.

46. On information and belief, Defendant Tyler Perry has engaged in similar sexual assaults from California.

47. California has a strong interest in allowing its residents to recover for injuries sustained, even if the claim would be time-barred in another state.

48. Additionally, California law provides specific revival statutes for sexual assault claims, such as Cal Code Civ Proc 340.16, which revives certain claims that would otherwise be time-barred. If the plaintiff meets the statutory criteria, including allegations of a cover-up by an entity legally responsible for the assault, the claim may proceed under California law, even if it would be barred under Georgia law.

49. Mr. Dixon was a California resident while performing work for Tyler Perry from January 2023 until his termination and is currently domiciled in California.

FACTUAL ALLEGATIONS

50. In or around September 2019, Plaintiff worked for an event company called Legendary Events in Atlanta that was hired to organize Defendant Perry's studio opening party (the "Party"). Plaintiff was recruited by Tony Conway, the owner of Legendary Events and close friend of Tyler Perry. Mr. Conway decided to place Dixon directly in a role at a party that required frequent conversation with Tyler Perry.

51. Defendant Perry picked Plaintiff out of a crowd of employees present at the Party, and began asking Plaintiff questions about his employment status, and whether Plaintiff was an actor.

52. In or around early October, and on the last day of the Party, Defendant Perry insisted that he and Plaintiff exchange phone numbers, and Perry subsequently texted Plaintiff to introduce himself. Perry began by asking Dixon about his dreams and aspirations.

53. Dixon told Perry that he was interested in acting and writing.

54. Perry then told Dixon to do an audition over the phone and send it to Perry. Dixon told Perry he was at a Halloween party. Perry asked to see pictures of Dixon in costume and Dixon complied. When Perry saw the pictures, he texted Dixon “I was gonna say. Your cowboy needs a sugar daddy.” Perry continued with, “You look great. You’re just lacking costume parts. Sorry don’t want to offend.” Dixon responded, “Not at all. It’s so true. Half-assed costume.” To which Perry replied, “What’s true? Cowboy needs a sugar daddy?” implying that Perry wanted to be Dixon’s sugar daddy. Dixon quickly shut down those comments by reiterating what he said earlier that the truth was that he was lacking costume parts.

55. Shortly thereafter, Dixon’s boss at Legendary Events called Dixon and told him that Tyler Perry was having another event in Los Angeles and specifically wanted Mr. Dixon to fly from Atlanta to Los Angeles to work on the event. Excited for the opportunity to fly to Los Angeles, Dixon was flattered and jumped on the opportunity to meet Tyler Perry again.

56. Shortly after doing the event, on November 3, 2019, Defendant Perry sent Plaintiff several text messages that he “would love to find [Plaintiff] a job,” and “change [Plaintiff’s] life,” insisting that they should “make it happen.” Perry sent Dixon what turned out to be an ominous warning, **“Be careful hanging around me!! I cause dreamers to dream bigger!! I cause them to not only believe but do!! Then let’s make it happen. You’re an artist. You have to be fulfilled. Nothing else will suffice.”**

57. The very next day, Defendant Perry sent an email which contained an offer for Plaintiff play the role of “Dale” in Perry’s television series “Ruthless.” Perry said it was a small role that could get a lot bigger, thereby setting up the first stage in a series of escalating quid pro quo offers.

58. At this point, Dixon did not know that Perry was interested in men or that he was looking

1 for a sexual relationship. Dixon assumed that Tyler Perry was genuinely a caring person who
2 discovered the talent that Dixon always felt he had.

3 59. Dixon filmed his roles in “Ruthless” in mid-November and went back to his job as an event
4 staff for Legendary Events.

5 60. Approximately one month later, Perry bought and gave Dixon a new car because he hated
6 Dixon’s jeep. Dixon was surprised and elated. Dixon had no idea that he was being set up by Perry
7 for extreme dependence.

8 61. In December of 2019 Dixon was requested to be part of the event staff at another event at
9 Perry’s home in Jackson Hole, Wyoming. After that event, Perry started frequently sending text
10 messages, making phone calls, and demanding that Dixon “give [Perry] some attention.”

11 62. On New Years Eve, 2019, Tyler Perry texted Dixon “I can’t tell you the last time I pumped
12 gas. Or went to the supermarket. Or fly commercial. Or packed a bag. **Or had good sex.** It was
13 before I was rich.”

14 63. Dixon found these messages to be strange and untowardly coming from someone like Tyler
15 Perry. But being new to the industry, Dixon played along by downplaying the sexual comments
16 and hoping that being around Perry would allow him to showcase his talents as an actor and writer.

17 64. Soon after Dixon began giving Perry more attention, Perry made his move on Dixon.

18 65. In January of 2020, just a few months after his first acting gig, Perry invited Plaintiff to his
19 home in Douglasville County, Georgia. Plaintiff showed up to the home hoping that he would be
20 given a chance to befriend Perry and show him how talented an actor Dixon was. At Perry’s home,
21 Dixon was served many alcoholic drinks which Perry also partook in. Dixon felt that Perry was
22 genuinely interested in Dixon’s talents as an actor and writer. Perry made no sexual advances at
23 Dixon while they were drinking, and the conversation was friendly.

24 66. At the end of the night, Perry told Dixon not to drive home. Perry said it was dangerous
25 and that Dixon was too “inebriated” to drive home. Dixon agreed and was escorted to a separate
26 guest room, not knowing that this was a ruse to allow Perry to assault Dixon. Dixon was tired and
27 did not have pajamas and so he got into bed only wearing underwear.

28 67. Before he knew what was happening, Dixon felt someone else slip into bed behind him

and start rubbing Dixon's body around his inner thigh in a highly sexual and suggestive manner. Dixon turned around and saw that Tyler Perry was in bed with him.

68. At this point, Dixon's stomach started to turn, and he began feeling nauseous. Instinctively, Dixon jumped out of bed and told Tyler Perry that he "wasn't that sexual." Tyler Perry ignored the comments and told Dixon to turn around so Perry could see him naked in his underwear. Perry then commented on how beautiful Dixon's body was.

69. Dixon once again told Perry that he was not into sex. Dixon kept informing Perry that he was not into sex in order to keep Perry at bay while at the same time not insulting the person who was dangling his career in front of him.

70. In response to Dixon's frequent assertions that Dixon was not into sex, Perry started prying further. Perry would send Dixon a text message saying, "I would hope that you would let some one[sic] hold you and make love to you. You are missing the best years of your life my friend. Trust me. I hope you get past that block in your mind soon." Perry was implying that Dixon would hopefully get



past the block in his mind and would let Tyler Perry make love to him.

71. After that assault in January, Dixon felt betrayed. Perry continued to call or text Dixon every day asking to talk to him more. Dixon ignored Perry which led Perry to text him "Derek. Why don't you text me more?"

72. The more Dixon ignored Perry, the more aggressive Perry became until finally Perry offered Dixon a part in a new show called "The Oval."

73. Dixon was intrigued and was hoping that this would be the big break that he was looking for and a chance for him to display his acting talent.

74. On February 11, 2020, Perry told Dixon to quit his job at Legendary Events and come work

1 exclusively for Perry. Perry was not able to control Dixon so long as Dixon had a secondary income
2 that was providing for his basic needs.

3 75. Once Dixon quit his job due to his role on “The Oval” Perry started getting more and more
4 personal with Dixon knowing that Dixon was now under his control.

5 76. Perry would often say things like, “I give and give and give and no one every does anything
6 for me in return. No one ever gives me what I want or what I need,” implying that Dixon was not
7 giving him sex.

8 77. Perry started asking Dixon about Dixon’s sexual preferences, and what role Dixon took on
9 when engaging in sexual acts (i.e. whether he was a top or bottom - which in sexual terms means
10 whether Dixon preferred to give or receive anal sex).

11 78. Perry further indicated to Dixon that he had sex with men before and that “he was a top.”
12 Perry further told Dixon that “when you have a big dick and when you hit the G-spot right on these
13 bottoms, they go crazy.”

14 79. Perry further told Plaintiff that he wanted a man who was in a relationship with another
15 individual but with whom he could be emotionally involved and engage in sexual acts with — like
16 a “friend with benefits” relationship — because Perry did not have time to deal with the emotional
17 aspect of a relationship, only the physical.

18 80. Despite these comments, Dixon knew that a full-throated refusal would land him in the
19 doghouse and might result in his role being cut on the “The Oval.” Fearing that his career would
20 end before it began, Dixon put up with these comments and continued to maintain that he was not
21 the sexual type.

22 81. On or around March of 2020, Dixon received the script for “The Oval.” He was written in
23 as a season regular and was therefore expected to quit his job with Legendary Events.

24 82. Dixon’s character was written as a gay, homeless, and desperate store clerk who had to
25 sleep with one of the other characters for a place to stay. More importantly, at the end of the season,
26 his character would be shot four times in the chest. Dixon felt that this was a way for Perry to test
27 Dixon out for a year and see if he would be loyal to Perry.

28 83. When Dixon asked Perry about the shooting, Perry indicated that if Dixon did a “good

1 job,” Dixon would be back, and that a shooting didn’t necessarily mean that Dixon’s character was
2 out of the script for future seasons. Perry commented that Dixon’s character was only shot in the
3 chest, not in the head.

4 84. Dixon immediately understood that his job security depended on his “relationship” with
5 Perry. From this point on, Dixon worked with the constant fear of losing his job if he did not
6 engage with and endure Perry’s sexual harassment.

7 85. Shortly after giving Dixon this news, and after telling Dixon that future seasons were
8 dependent on Dixon doing a “good job,” Tyler Perry invited Dixon to his home in Atlanta.

9 86. Plaintiff asked questions and tried to wiggle his way out of the invitation because he
10 remembered what happened the last time the two were alone. However, Plaintiff knew that his job
11 security, income and livelihood depended on his attendance.

12 87. Plaintiff had seen other employees of Perry’s who had experienced sudden “deaths” on the
13 show when they fell on Perry’s bad side.

14 88. In fact, Perry had made it clear to Dixon that he would often kill characters in order to get
15 an actor to be loyal or obedient.

16 89. When Dixon arrived at the house, Tyler Perry gave Dixon a warm welcome and was very
17 friendly. Soon after, Tyler Perry started asking Dixon a slew of sexually charged questions, even
18 asking if Dixon “liked it rough in bed.”

19 90. Perry then physically reached out and violently grabbed Dixon’s throat attempting to
20 physically choke Dixon and remarked “Wow! Look how excited you just got! You do like that!”

21 91. Dixon was horrified, shocked and in a panic. Dixon never thought that Tyler Perry could
22 get so violent and would place his hands on Dixon’s throat in a sexually aggressive manner.

23 92. Dixon did not enjoy or consent to any of this conduct. Dixon was in shock and took steps
24 to immediately deescalate the situation.

25 93. Due to the onset of the COVID-19 pandemic in March 2020, filming for the Oval was
26 postponed indefinitely.

27 94. During the period in which filming for “The Oval” was postponed, Tyler Perry would make
28 FaceTime calls and other contacts to Dixon almost every day, treating Dixon as his on-call “pet.”

1 Dixon felt obligated to answer for fear of losing his role, income and career. Perry often asked
2 about Dixon about his whereabouts, often demanding that Dixon respond immediately. When he
3 didn't, Perry would send text messages to Dixon stating, "DEREK!!!," "GRRRRR!!!!," and "What
4 are you doing!!!"

5 95. Additionally, Perry was jealous of anyone who Dixon had a relationship with. Tyler Perry
6 told Dixon that if Dixon got COVID-19 from his roommate at the time, Dixon would not be able
7 to shoot the Oval. Perry encouraged Dixon to move into one of the on-set studio houses owned by
8 Perry, where Perry would have more control over Dixon's whereabouts.

9 96. Thereafter, Perry would text Plaintiff about other actors on his show, "Ruthless."

10 97. Perry told Dixon how he manipulated employees through ruthless retaliation. Perry told
11 Dixon that if he did not like the way an actor behaved or the way the actor was acting, the character
12 would simply "die in season 2."

13 98. Dixon understood that Perry was informing Dixon to be cautious about disappointing or
14 upsetting Perry. As a result, Dixon continued to put up with Perry's suggestive messages and
15 sexual advances while doing his best to protect himself by taking notes and amassing evidence of
16 the sexual harassment and keeping old text messages.

17 99. In one conversation in or around April of 2020, Perry told Dixon that Perry imagined Dixon
18 prancing around in a cowboy outfit, and that Perry did things to Dixon and that he couldn't talk
19 with Dixon about any further because they were "so wrong."

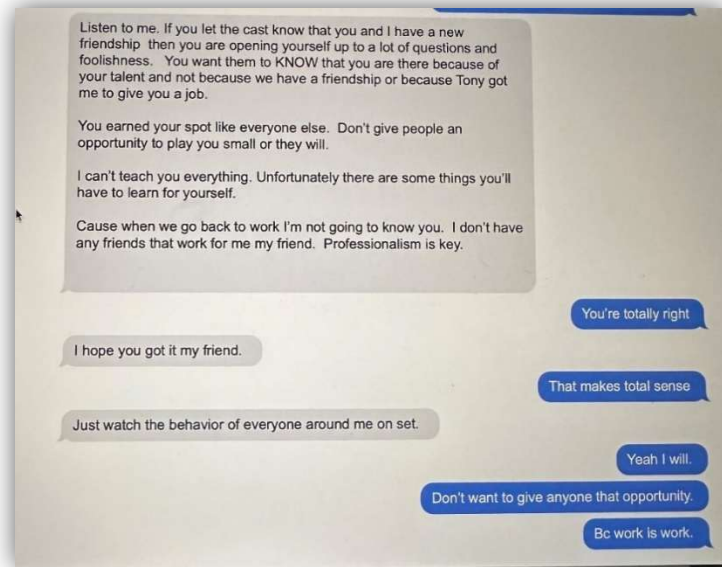
20 100. In or around April of 2020, and while Dixon was living in the studio homes on set, Perry
21 often coerced Dixon to drink alcohol and then get on the phone with Perry. Perry would frequently
22 have someone drop off alcohol at Dixon's door. Perry would eventually turn these phone calls into
23 sexually explicit rants. Perry would get frustrated with Dixon and tell Dixon that he was not giving
24 Perry "what he needs." Dixon's refusal to succumb to Perry's sexual advances caused Perry to be
25 ever more frustrated.

26 101. Eventually, Perry warned Dixon that if Dixon told his castmates about the harassment,
27 Dixon would be opening himself up to lots of "questions and foolishness," and demanded that
28 Dixon not discuss any of their conversations with his castmates.

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102. Perry upped the stakes by telling Dixon point blank that he was not to tell anyone about their “friendship.” Perry told Dixon that it should all remain a secret, and tried to make it seem like this secret was for Dixon’s benefit.



103. Perry continued to sexually harass Dixon. On June 27, 2020, Defendant Perry texted

Dixon that all he wanted for his birthday were “Biscuits and BJ’s...” (referring to blowjobs/oral sex) but that all Perry ever received were biscuits, insinuating a request for oral sex from Dixon. This text was followed by other messages calling Dixon “cute,” “cutie,” and that Perry was “just thinking about” Dixon.

104. Despite these advances, Dixon continued to act professionally and continued to tell Perry he was not sexual. That seemed to be the only way of keeping Perry at bay while keeping his job.

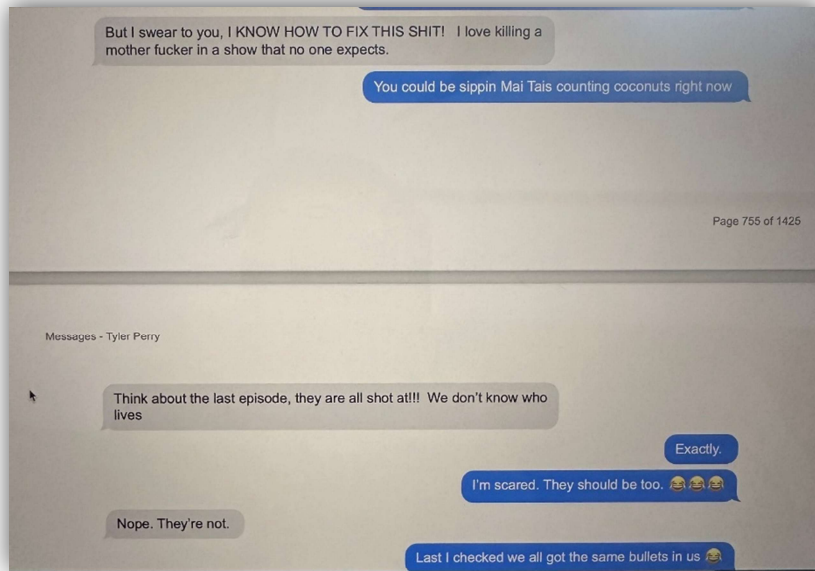
105. In July of 2020, Perry remarked about how much he loved the script for Dixon’s television series called, “Losing It,” and exclaimed that he wanted to shoot the pilot for it (“Pilot”). Perry would never really work toward that goal, and what Perry was really doing was making Mr. Dixon more dependent on Perry, so that Perry could later extract sexual favors from Dixon as a quid pro quo to produce the Pilot.

106. In or around August 2020, Dixon and his castmates began shooting for the Oval after delays due to the COVID-19 pandemic, during which time all castmates and crew lived on the studio set in a ‘quarantine bubble.’

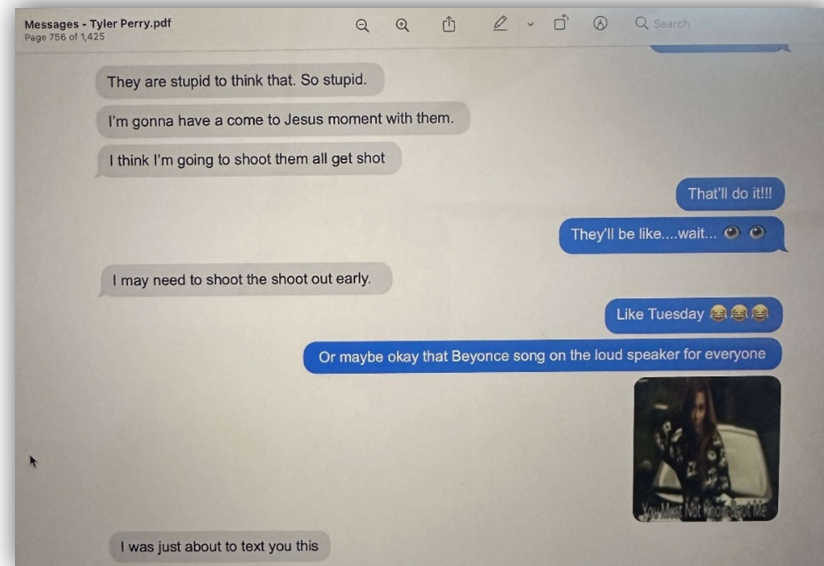
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107. Shortly after, Perry confided in Dixon that two cast members were “pissing him off,” and that Perry swore that he knew “HOW TO FIX THIS SHIT.” Perry added that he “love[s] killing a mother fucker in a show that no one expects,” that he was “going to shoot them all shot,” and “kill them mofos [sic] characters,” referring to killing off characters in the Oval played by actors who Perry wanted to retaliate against.



108. More importantly, Perry stated in one text message “I may need to shoot the shoot out early.” Which Dixon understood to mean that unless the actors knew they were going to die and that their time on the show was over, they wouldn’t change their ways. Perry was going to film the shoot out early so that the actors would be more submissive to Perry’s requests.



109. Perry intentionally made these comments to instill fear in Dixon. Mr. Dixon now knew that he too would lose his job if Dixon did not “play ball” with Perry’s sexual harassment. This is what

Perry had been setting up. Dixon was now fully reliant on Perry for his income, hope, and future aspirations. Perry made it clear that Dixon was not to disclose the relationship to anyone else, and Dixon was aware that Tyler Perry would kill him off the show for good (thereby ending his career) if Dixon got on Perry's bad side. To top it all off, Dixon already knew that his character was shot 4 times at the end of the seasons, but that the shots "might" not be fatal.

110. In July of 2020 Perry read the script of Dixon's Pilot and told Dixon that he loved the show so much, he wanted to shoot the pilot for it. Dixon did not know that that Perry never intended on shooting the show. Perry knew that he could use the motivation of shooting Mr. Dixon's show to get Dixon to do what Dixon had been resisting for many months, which was to give Perry the sexual gratification Perry so craved.

111. Once the stage was set, Perry knew he could get away with sexual harassment. During the filming of the Oval in 2020, Perry engaged in a severe and pervasive tirade of sexual commentary including but not limited to:

a. that Dixon "liked being choked," (following Dixon's being choked by a cast member in one scene on the Oval.)

b. "Why do you twist your hips when you walk,"

c. "How can I get a day of Dixon,"

d. "When will you be thick again?"

e. "I love how I feel right now but I don't like being horny,"

f. "I feel sorry for the first person who flirts with me,"

g. "I've been trying to put that energy somewhere else, but everything is sexual on this stuff,"

h. "That snake across the table made me think of [photo of Nicki Minaj from the music video for her song "Anaconda" in which she references intercourse with male genitalia symbolized by a snake.]"

i. "I will gladly chock [sic] you right now," (referring to Perry's desire to choke Dixon in a sexual way),

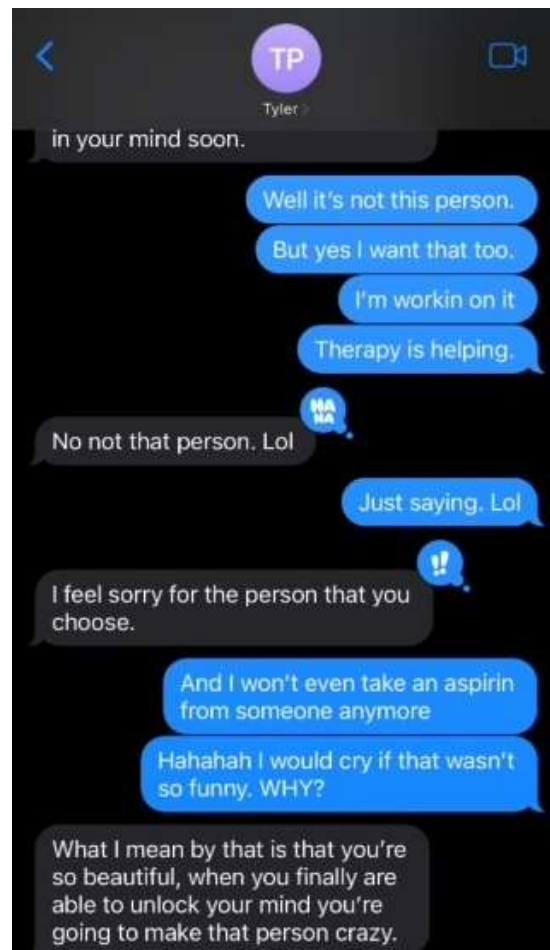
j. A suggestion that Dixon should get braces behind his teeth, but that Plaintiff would

have to “give up BJs,” and that it could “be dangerous for [Dixon’s] partner, especially if they’re not circumcised.”

k. “That’s when you were thick Derek. Fun Derek. Drunk Derek. Before Covid Derek. I miss him. Just without a butt,” and

l. “Thick Derek woulda [sic] worked them pants out,”

112. Perry also photographed Dixon’s buttocks while on set and sending the pictures to Dixon. Two text messages of many, show that Perry was jealous of seeing Dixon with other men and that Perry describes Dixon as “so beautiful.”



113. This series of comments and other unwanted sexual references made Dixon highly uncomfortable. Dixon was caught in a bind. He could not complain to anyone in HR. He had nowhere to turn for relief from the sexual harassment and he knew that if he did not endure it, he would be killed off from “The Oval.” Dixon was unsure whether to joke back or rebuff Perry’s sexual harassment, so he endured it knowing that his job was on the line if he did not engage.

114. Perry would also share intimate details of his own sex life with Dixon. Among other things, Perry would tell Dixon that he had not had good sex since he became rich and that there were certain times where he had not been “touched” in months.

115. On the second to last day of shooting for “The Oval,” Dixon filmed the episode where his character was shot four times, indicating a seeming end to his role on the show and his termination from the job.

116. It was precisely following this day of filming when Tyler Perry knew that Dixon’s character’s fate was to be decided that Perry invited

Dixon to his trailer for drinks. Dixon knew that refusing meant the end of his career, so he accepted.

117. It was there, on the very same day that Perry dialed up the harassment to a new level. Tyler Perry asked Derek Dixon point blank, “Are you attracted to me?” and demanded that Dixon answer. Plaintiff reiterated the same way he did after the first assault, by skirting the question. Dixon told Perry that Dixon “wasn’t that sexual or looking for anything.” Perry’s incessant probing did not stop. Perry continued to talk about how “good-looking” and “sexy” Dixon was, and that Plaintiff was “wasting his looks” by not “being free and having sex.”

118. Dixon repeatedly deflected these comments with neutral answers, constantly looking for ways to avoid Tyler Perry’s sexual interrogation, while continuing to worry about his future on “The Oval.” Mr. Perry was testing how far he could go with Dixon.

119. After enduring the harassment and doing his best to dodge the situation, Mr. Dixon got up and the two exchanged goodbyes. As Dixon was leaving Perry’s trailer, Perry got up and pinned Dixon against the wall. Perry began aggressively groping Dixon’s buttocks in a sexual motion. Tyler Perry began reaching down towards Dixon’s buttocks and groped Dixon’s butt in a strong



1 and sexual manner that could not have been a mere accident. Dixon stood frozen in horror and
2 could not reciprocate or fight back. All Dixon could do was let his body go cold and limp. Seeing
3 that Dixon had no desire in Perry, Perry told Dixon that he was “drunk” and asked Dixon to leave
4 the trailer.

5 120. As soon as Derek Dixon left the trailer following Perry’s violent assault, Dixon became
6 severely nauseous and extremely anxious about his job, career, and livelihood. Dixon felt trapped
7 within the confines of the studio’s quarantine bubble. There was still another shoot the next day.
8 Dixon called his friend Justin Bryant on the phone and told him everything that happened, and was
9 unaware of any Human Resources representatives to whom he could report the assault. Plaintiff
10 had no one to turn to and nowhere to go to save him from Perry’s aggressive sexual harassment
11 and exploitation.

12 121. The next day, Perry acted like nothing happened and this time he did not even offer Mr.
13 Dixon an apology.

14 122. Following this exchange, Dixon began to avoid Perry as much as possible. However, Dixon
15 still felt the need to answer Perry’s incessant text messages, so he changed his approach. Dixon
16 often pretended to be asleep to avoid being harassed by Perry. However, Perry persisted by texting
17 Dixon the following messages:

- 18 a. “Are you awake?”
- 19 b. “Stop ignoring me.”
- 20 c. “You are awake. Derek.”
- 21 d. “WAKE UP. I KNOW YOU’RE NOT SLEEPING,” and
- 22 e. “Give me attention.”.

23 123. In or around early October of 2020, Perry “invited” Dixon and other actors from the Oval
24 on a “cast trip” to Perry’s personal island in the Bahamas. Dixon knew, as did everyone else on
25 the show, that declining to go on this trip might cause Perry to erase you from the show. Dixon
26 agreed to go, knowing that the whole cast was going to be there.

27 124. One night while in the Perry’s private island in the Bahamas, the cast was having a party.
28 At the end of the night, Perry told Dixon that he wanted to talk to him. Dixon was caught off guard.

Perry made alcoholic drinks and forced Dixon to drink with him. Dixon knew that he could not refuse the drinks, otherwise he would risk upsetting Mr. Perry. Instead, Dixon tried to stay in control and sipped drinks slowly.

125. Tyler Perry did not control himself. He drank until it was clear that the alcohol had made him bold and sexually aggressive. Perry told Dixon that he wanted a relationship with someone who could be emotionally and sexually available to him but would also be permissive of Perry having his own relationship with someone else. Perry said he could see himself having that type of relationship with Dixon. Perry insisted that Dixon needed to be with someone rich because Dixon liked nice things. Perry told Dixon that he was watching all the cast as they laid out in the sun with tanning oil. Perry continued raving about how seeing Dixon “greased up like that” was driving him crazy. Tyler Perry said he would’ve burnt the whole island down if one of the other actors or anyone else from the group had touched Dixon that night.

126. At that point, he once again aggressively seized Dixon and groped his buttocks. Dixon once again did not reciprocate and froze up. Perry got the message and told Dixon to go to bed. Dixon was terrified and could barely sleep.

127. From that moment on, Perry became extremely frustrated and possessive. Perry wanted desperately for Dixon to be attracted to him, but Dixon was not.

128. In one exchange Perry sent pictures of himself from the Bahamas to Dixon. Dixon responded that the water looked nice. Perry got upset that Dixon did not see the “stud” in the picture and instead focused on the water. Perry called Dixon an “asshole” for “laughing out loud” at Perry’s desire for Dixon to call him a “stud.”



129. On or around October 18, 2020, and following Dixon's return from the Bahamas, Perry told Dixon that he was jealous that Dixon was giving too much attention to other men. Perry stated that Dixon was being too much of a "social butterfly," and that he would need Dixon to "sit still this week," further attempting to exercise his influence over Dixon's interaction with other men. Perry continued to wield his position as Dixon's boss demanding sexual attention in exchange for his continued employment.

130. These text messages were followed by others to Dixon like "Derek. Don't you dare ignore me. I deserve better. I deserve attention all the time." Dixon, out of fear for the unknown future of his career, continued to give Perry the social attention he demanded even though Dixon would constantly get sexually harassed.

131. On several occasions, Perry would text Dixon while drunk. In one exchange Perry told Dixon, "You know what I cook[?] ... Derek" and then proceeds to say "I'm so drunk. Talking shit."

132. In December of 2020, Dixon began feeling depleted due to Perry's continued pattern of sexual harassment. The assaults and harassment began manifesting in his physical health, and Mr.



Dixon had no one to turn to. Dixon visited a physician who indicated that Dixon's exhibited severe symptoms of acute stress, insomnia, stomach issues, and dangerously low cortisol levels due to the sexual harassment and assault. The physician prescribed Zoloft, an anti-depressant, for Dixon's ailments.

133. The sexual harassment continued through the beginning of 2021. Perry continued sending Dixon unsolicited photos of Dixon's body from the set of "The Oval," with comments such as:

- a. "Oh, my G-d look at think [sic] Derek. Thick."
- b. "No. The weight difference. I can do see it."
- c. "Thick Derrick. [sic] Ok. Good."

d. “Nope. I can’t deal with thick Derrick [sic]. Lol.”

e. **“What’s it going to take for you to have guiltless sex? Have you found that yet in therapy?”**

f. “What’s your waist? I’m so glad think [sic] Derek us back. Is. With us.”

g. “Break out in ass and thighs,”

h. “You home? I don’t want you out with your ‘friends’. Drinking.”

i. **“You are the rose. But you are so blocked that you refuse to be smelt [sic] or opened.”**

j. “...when you finally are able to unlock your mind, you’re going to make that person crazy. Crazy in a good way.”

k. “Have you been intimate with someone?”

l. **“Why did that photo [of Plaintiff and another cast member] make me jealous. You two together.”**

m. “Thick Derek. Get that Chipotle. No, I can’t. Only from your jeans.”

n. Derek is there “To make men swoon.”

o. “What I mean by that is that **you’re so beautiful, when you finally are able to unlock your mind you’re going to make that person crazy**” “Crazy in a good way.” Dixon responded, “As long as my face doesn’t get messed up. As long as it doesn’t leave a mark.” And Tyler Perry responded “What will leave a mark Derek. **Say it. On your neck?**” What do you mean you haven’t? Have you been intimate with someone?”

p. **“I can’t wait get that phone call from you when you tell me you let go and you loved every min [sic] of it,”** (referring to Plaintiff’s desire to openly engage in sexual encounters.)

q. **“No Straight man would be going on walks with you or cooking dinner for you**



1 **unless they wanted to fuck you. I would fuck you.”**

2 r. **What are you doing hanging out with that girlfriend of yours “She wants you**
3 **too... Everyone wants to fuck Jacob,”** (referring to Dixon’s character in the Pilot of “Losing
4 It.”)

5 134. After several weeks of unreciprocated sexual innuendos and demands for attention, Perry
6 lashed out at Dixon on set and asked if he needed to “punch [Dixon] in the stomach,” for Dixon to
7 act the way Perry envisioned in a scene. This exchange was highly tense, and Perry’s reaction
8 stunned several cast members. Actors on set consoled Dixon for the abrasive interaction, confused
9 as to why Perry overreacted in such a manner. But Dixon knew that Perry was lashing out due to
10 his frustration at the lack of attention Dixon was giving him.

11 135. On or around June 4, 2021, Perry invited Dixon to his house to spend some time together
12 and discuss the pilot of “Losing It.” Although Dixon hesitated, he feared the consequences of
13 disappointing Perry and believed once “Losing It” was a big show, he would be freed from under
14 the clutches of Perry.

15 136. During this visit, Perry made several alcoholic beverages for himself and demanded to
16 know why Dixon was not having sex with anyone. Perry probed further about Dixon’s sex life,
17 insisting that the two were becoming increasingly drunk and it was time to end the night.

18 137. Perry then led Dixon to a guest house where a guest bedroom was. Dixon would be staying
19 there that night. Inside the guest bedroom Perry motioned to Dixon to come see a weight monitor
20 that he had. Perry told Dixon that for the monitor to work, Dixon would need to step on the monitor
21 wearing only his underwear and pushed Dixon to try it out. Dixon tried to avoid the uncomfortable
22 situation but decided it was better to comply and hurry to bed than to wait for the alternative at
23 that point.

24 138. After weighing himself, Dixon walked toward the guest bedroom, followed by Perry, who
25 then asked Dixon for a “good night” hug. Rather than arguing, Dixon complied, at which point
26 Perry reached out and yanked Dixon’s underwear down from behind.

27 139. Perry then began to vigorously grab, grope, and play with Dixon’s buttocks in a sexual
28 manner. Dixon was naked, stunned and seized by tremendous fear. Dixon started to tell Perry that

1 he “did not want [his] underwear down,” that Dixon “didn’t want to be naked,” and that Dixon
2 “didn’t want this.”

3 140. Dixon quickly reached to pull his underwear back up. As soon as he did, Perry grabbed
4 Dixon’s reaching arm with a tight grip and held fast. Tyler Perry told Derek Dixon to “Relax,” and
5 to “**just let it happen**,” and that Perry “**wasn’t going to hurt** [Dixon].” Perry continued to sexually
6 grope Dixon’s buttocks.

7 141. Dixon’s anxiety rapidly escalated, thinking that might soon be raped. Dixon was not sure
8 what to do and his breath shortened. Perry ignored Dixon’s refusals and held Dixon’s hand fast,
9 preventing him from reaching for his underwear. Dixon was naked, and being groped by a large,
10 drunk, and sexually frustrated 6’5” man who had Dixon in his clutches.

11 142. Dixon did not know if he was going to have to get into a physical fight, but he knew that
12 any efforts to fight back were hopeless. Perry had armed security at his gate, was much larger than
13 Dixon, and told Dixon that he had several guns in his home.

14 143. Dixon was desperate for a way out and remarked that he couldn’t do anything sexual
15 because he was so hungry, attempting to change the conversation. Dixon asked, “Is there any food
16 up here?” which prompted Perry to withdraw and order a pizza. Dixon, in fear of his safety,
17 followed Perry into the main house to eat the pizza. Afterwards, Dixon returned to the guest house,
18 and, unable to lock the bedroom door, locked himself in the guest house bathroom and slept on the
19 floor. Dixon then attempted to contact some close friends about the incident.

20 144. The following morning, Dixon realized that he had left his car keys in the main house, and
21 upon going to retrieve them, encountered Perry. Perry told Dixon that last night’s incident was
22 “why [the two] shouldn’t drink together,” and that the previous night’s incident “shouldn’t have
23 happened.” Dixon responded, saying “Oh, so that was my fault?” to which Perry replied, “No, no,
24 no, I’m not saying that. I’m just saying that shouldn’t have happened and I drank too much,”
25 attempting to excuse himself for grabbing Dixon’s buttocks, groping Dixon, and attempting to
26 have sex with Dixon against his will. At this point, Dixon left Perry’s home uncontrollably shaking
27 and contacted his close friends to discuss the unspeakable horror from the night before.

28 145. For the next several days, until June 6, 2021, Perry texted and called Dixon incessantly

with messages asking Dixon to call him or answer his calls. Finally, Dixon answered, at which point Perry began to apologize, blaming the testosterone supplements he was taking at the time. Perry had confided in Dixon about these supplements in past messages and decided to use them as a scapegoat for his actions. Dixon emphasized that he was “not okay with what happened,” and that he had “never asked [Perry] for anything,” to which Perry replied, “I know, that’s why I like you.”

146. Perry further attempted to rectify his misconduct by inviting Dixon on a yacht trip and telling Dixon that Perry was for sure going to make Dixon’s Pilot. Dixon realized that Perry was offering to make “Losing It” to effectively silence Dixon.

147. Perry sent a text message trying to arrange for Dixon to come on his yacht with another person so that Dixon would feel more comfortable.

148. Dixon responded that he would not board the yacht and refused Perry’s invitation.

149. After Dixon refused to go on the yacht, Perry did not text Dixon for five months. Sensing that Dixon was upset, Perry called Dixon once to update him that Perry was looking for a director for the Pilot.

150. During this five-month period, Dixon was regularly in therapy. He suffered from severe

depression, anxiety, stomach pains, and nausea, resulting in a new prescription for another anti-depressant. Dixon was diagnosed with Post Traumatic Stress Disorder, and his therapist



1 recommended that he seek outpatient treatment costing upwards of \$20,000, a price too high for
2 Dixon at that time.

3 151. During that time, Dixon began speaking with people about the sexual assault and was
4 assessing his rights.

5 152. As soon as Perry realized that Dixon was done talking to him, Dixon got a message from
6 Perry's "fixers."

7 153. Perry's "fixers" contacted Dixon indicating Dixon's character in "The Oval" (the one who
8 was shot) would be returning with a new story line next season and Dixon was receiving a
9 graduated raise from \$10,000 per episode to \$16,000 per episode that would continue to increase
10 to upwards of \$19,000 per episode over the coming seasons. The attorneys said that "Christmas
11 came early" for Dixon, because he was "doing a good job" on "The Oval."

12 154. However, they also told Dixon he was **forbidden from letting his castmates know about**
13 **the raise**, because nobody other than him would be receiving a similar pay increase.

14 155. Lastly, the "fixers" told Dixon that Perry wanted to buy the right to produce the Pilot of
15 "Losing It" and planned to spend up to \$1,000,000 producing the Pilot.

16 156. Dixon immediately knew why he was getting this raise and why the Pilot was being
17 produced. He knew he could keep the money and the job or complain about the sexual harassment,
18 but not both.

19 157. The situation facing Dixon presented a challenging decision that left him unable to take
20 any action or make any decision. The prospect of the sexual assault and harassment becoming
21 public and dealing with Perry's highly paid attorneys was daunting. Perry had significant
22 resources, whereas Dixon did not. Dixon's goals of working as an actor and being discovered for
23 his talents might be jeopardized.

24 158. In what was an extremely difficult decision, Dixon bowed to the pressure and fear of losing
25 his livelihood, and in hopes of advancing his career, Dixon decided to return to the set and have
26 his Pilot produced. He insisted, however, and decided to put safeguards in place between himself
27 and Perry.

28 159. In or around November 2021, Dixon returned to shoot "The Oval." It was then when he

1 saw Perry for the first time in person since the June 2021 sexual assault. Dixon suffered a panic
2 attack in his trailer, prompting another actor to calm Dixon down.

3 160. Seeing that Dixon was still upset, Perry knew that he had to ‘up the ante’ to ensure Dixon’s
4 silence. Perry began periodically texting Plaintiff regarding the production of the pilot of “Losing
5 It” to string Dixon along.

6 161. Soon after, Dixon received a call from a member of Perry’s production team telling him
7 that they were considering shooting Dixon’s Pilot in the coming fall of 2021. Dixon was desperate
8 for this good news given the uncertainty surrounding his finances and concern about his future.

9 162. On or around March 4, 2022, Dixon signed the literary purchase agreement for the Pilot,
10 giving the rights for the series to Defendant TPS. Dixon was unaware of TPS’s pre-existing
11 television contracts with ViacomCBS, now known as “Paramount Global,” which would later
12 prevent the sale of Dixon’s show to any media outlets or streaming services for two years.

13 163. On or around March 21, 2022, shortly after seeing each other on the set of “The Oval,”
14 Dixon and Perry began shooting the Pilot. Perry called Dixon following the shoot, telling him that
15 the show would net \$2-3 million per episode and run for two seasons, “guaranteed.”

16 164. Perry purchased the rights to “Losing It” from Dixon but did not try to sell it to any
17 network. In fact, Perry was under contract with ViacomCBS *preventing him* from selling Dixon’s
18 show for an additional two years following the purchase. In other words, Perry spent money
19 shooting a pilot for a show and then purchasing the rights to it, knowing that Perry could not sell
20 the show for two years. Clearly this was done for the ulterior motive of silencing Mr. Dixon.

21 165. As it turns out, Perry had no intention of ever producing “Losing It.” Perry never made any
22 effort to sell the show or shop it. Perry was only using the show as a quid pro quo to Dixon, holding
23 its production over Dixon’s head like the sword of Damocles.

24 166. On or around April 9, 2022, to his surprise, Plaintiff received the script for another season
25 of “The Oval,” in which Plaintiff’s character, originally written as a grocery store clerk, would
26 play a male prostitute being pursued by a pimp. This character’s scenes and story shared eerie
27 similarities to Perry’s pursuit of Dixon.

28 167. While it was not surprising that one of Perry’s characters would end up this way, the timing

of change to Dixon was a very clear message. As Dixon continued to read through his scripts, he started to notice that Perry included lines taken directly from things that Perry and Dixon spoke about. Perry started to base the script on real life and made it personal. For example, Perry wrote about Dixon that “I don’t like none of my bitches running away. He was making good money for me.”

168. In or around April 2022, before beginning to shoot the next season of the Oval, Perry called Dixon to discuss the June 2021 sexual assault. On the phone call, Perry lectured Dixon about how Dixon was overreacting to the sexual assault because of prior sexual assaults in Dixon’s life. Perry said that there was a “misunderstanding and miscommunication,” and that Dixon “needed to say ‘no’ stronger.” In other words, Perry blamed Dixon for the sexual assault, claiming that Perry felt that Dixon’s “No” was really a “Yes” because Dixon did not say “No” strongly enough.

169. So as not to jeopardize his employment with Defendants Perry and TPS, Dixon dismissed the conversation, especially due to the allegedly impending sale of his show to a major broadcasting company.

170. On or around October 28, 2022, after filming a full season of “The Oval,” Perry told Dixon that despite shooting the Pilot, it could “take a while to place,” and that Perry couldn’t do any other television series until “[his] deal was up with Viacom” which would take about two years.

171. In or around January of 2023, Plaintiff indicated that he was moving to Santa Monica. He did so to put some distance between himself and Perry. Tyler Perry replied that he was glad to hear that Dixon was moving away and asked if Dixon’s “no” was stronger before he left. Perry reiterated that Dixon should have a “strong no,” and “make it clear,” when



1 he said “No.”

2 172. This was Perry’s way of once again referring to his June 2021 sexual assault of Dixon and
3 making it clear that Perry felt no remorse for assaulting Dixon against Dixon’s will.

4 173. Dixon remained calm considering these triggering comments, because he needed Perry to
5 help him with his dreams of producing a show, and because Dixon was still a regular actor on “The
6 Oval.”

7 174. Even after Dixon moved to California, the quid pro quo harassment and attempts to cover
8 up the sexual assault by promising a show continued.

9 175. Perry would call Dixon, who felt obligated to pick up Perry’s phone calls and respond to
10 text messages. These conversations would often start about work and the men’s business
11 relationship and then transition to further conversations about Dixon’s sex life, adding to Dixon’s
12 trauma and forcing him to relive the sexual assault. Perry continued to envelop Dixon in this
13 feeling of reliance and justify the sexual assault that happened.

14 176. Perry would call Dixon and say, “you’ll understand when you have a hit show” and in the
15 same breath refer to the sexual assault by saying “I’m so glad we’re past that.” Dixon knew that
16 he had to just hold his tongue because Perry was still employing Dixon.

17 177. On or around October 2023, Tyler Perry finally contacted Dixon, indicating that he was
18 going to be finished with his Paramount Global contract in January 2024 and that he would be able
19 to start working on selling “Losing It.” Perry was just hoping that the statute of limitations would
20 run on Dixon’s sexual assault claims before closing the door on Dixon’s hope and on the quid pro
21 quo that Perry offered for Dixon’s silence.

22 178. In the same conversation where they are talking about Perry starting to do things with
23 “Losing It,” Tyler Perry also asked Dixon who he was having sex with. Perry further pushed for
24 details asking Dixon if he was the “giver or the receiver in this scenario,” or if Plaintiff used
25 protection and prep when engaging in sexual acts. Perry continued to probe other intimate details
26 about Dixon’s sex life.

27 179. Perry again told Dixon that Perry wants a partner with whom he could have an emotional
28 and sexual relationship, but who goes back to their partner at the end of the day.

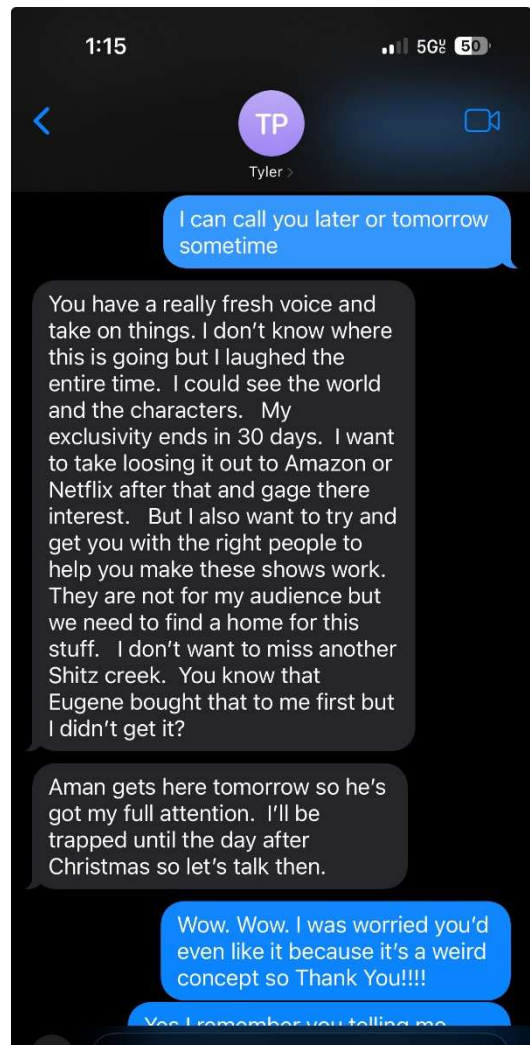
180. In December 2023, Christian Keyes, another actor who worked for Perry prior to Dixon's employment, posted a video on social media platforms detailing his abusive experience with an anonymous "black Hollywood billionaire," which Dixon pieced together and believes to be Tyler Perry. See <https://atlantablackstar.com/2023/12/16/christian-keyes-alleges-sexual-harassed-black-hollywood-director/>

181. Dixon heard Mr. Keyes' account and saw that Perry had been engaging in the same sexual conduct as other actors. Just like the interactions described by Keyes, Perry would get drunk, climb into Dixon's bed and start fondling Dixon's buttocks. Dixon wanted to share his experiences with the media to prevent other actors from being abused at the hands of Perry.

182. Around this time Perry called Dixon, indicating that he really "wanted to find a home" for Dixon's television series, again perpetuating the quid pro quo after the sexual assault to keep Dixon and his claims at bay.

183. Then, in January of 2024, Perry told Dixon to begin working on a pitch deck for investors for the Pilot. Despite having eight episodes written, Perry only produced one, claiming that the president of his company, Michelle Sneed, conveniently misplaced the million dollars that were going to be used for the show. During this time, Perry further solicited Dixon's assistance with other films and projects that Tyler Perry was working on. Once again, Dixon was in a position where he could not say no.

184. In or around March of 2024, Tyler Perry indicated to Derek Dixon that the individual who was meant to pitch the Pilot became depressed and could no longer pitch the show. This was another excuse for the fact that Perry never liked the show and never intended to sell it.



1 185. Dixon did not get angry and allowed Perry more time to figure things out for the show.
2 Mistakenly sensing that Dixon had forgiven him, Perry started back up with the harassment. Perry
3 continued to harass Dixon, who was still working on “The Oval” and who was still waiting eagerly
4 for Perry to sell “Losing It.” Perry would tell Dixon that he “loved [Dixon],” that Dixon should be
5 “living [his] life,” and that Dixon should be “having sex more.” Perry even indicated that he would
6 send Dixon’s show to Peter Friedlander at Netflix. But all this was just an attempt to remind Dixon
7 of the sword of Damocles hanging over his neck.

8 186. Later, Perry told Dixon that Netflix turned the show down. Dixon was never contacted by
9 any individuals from Netflix regarding the show, and no sale ever materialized.

10 187. In or around June of 2024, Perry, sensing that Dixon was getting frustrated about his show
11 not getting off ground and still concerned about the sexual assault being made public, offered
12 Dixon a position as a writer on Perry’s shows, indicating that he needed a replacement to continue
13 writing.

14 188. It was only then that Dixon woke up and realized that Perry was never going to be serious
15 about helping Dixon. Perry was only going to do things for Dixon if Dixon played along with the
16 sexual harassment and assault. Perry was only interested in preventing Dixon from exposing the
17 dark side of Tyler Perry. Perry only cared that people still view him as the victim he once was,
18 even now as he took shape as the victimizer. Dixon became sick to his stomach.

19 189. Rather than continue down this path. Dixon took the heroic step of reporting the sexual
20 harassment to the EEOC.

21 190. After reporting the sexual harassment, Defendants did not make any investigation into the
22 complaint and did not take any steps to prevent further harassment from occurring.

23 191. Because Defendants took no action to prevent further assault or harassment, Dixon had to
24 quit his job working on the last season of “The Oval.” Dixon did so even though he was under
25 contract to finish filming and stood to make close to \$400,000. Dixon did not want to be sexually
26 harassed or be placed in danger of a sexual assault again.

27 192. Defendant then retaliated against Dixon.

28 193. Defendant told Dixon that if he quit and told the other actors why he quit, he would be in

breach of his contract. Defendants told Dixon that the only way out was to portray his departure from the show as a medical leave due to the emotional distress caused by the sexual harassment.

194. The leave of absence was to be paid medical leave.

195. Instead, Defendant made the leave of absence unpaid and therefore terminated Plaintiff's employment causing Dixon additional loss of income and insult.

FIRST CAUSE OF ACTION

QUID PRO QUO SEXUAL HARRASMENT

Gov. Code 12940(j)

(Against all Defendants)

196. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

197. At relevant times, Mr. Dixon was an employee of TPS and Mr. Perry was responsible for the hiring and firing of Mr. Dixon as defined in California.

198. Alternatively, Mr. Dixon was an actor on the set of a show that Mr. Perry was producing for TPS and was therefore providing services to TPS and Mr. Perry and they were involved in a business relationship which is subject to Gov. Code 12940(j).

199. Tyler Perry made unwanted sexual advances to Mr. Dixon.

200. Tyler Perry also made unwanted verbal and physical conduct of a sexual nature.

201. The terms of employment, job benefits, opportunities for continued work, additional pay, and other favorable working conditions were made contingent (by words and/or conduct) on Mr. Dixon's acceptance of Tyler Perry's sexual advances or conduct.

202. Mr. Perry made it clear to Mr. Dixon that he would kill off Mr. Dixon's character if he did not indulge Mr. Perry's sexual harassment.

203. After Mr. Perry made his move and sexually assaulted Mr. Dixon, Perry offered Dixon the opportunity to make a show if he remained silent about the assault, furthering the quid pro quo arrangement.

204. Eventually Mr. Dixon could not continue working given the continued quid pro quo

1 harassment. The work conditions were such that Mr. Dixon was constructively terminated.

2 205. At all relevant times, Mr. Perry was a supervisor or agent as defined in California law with
3 the ability to affect the terms of Mr. Dixon's employment / work contract.

4 206. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiff
5 suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment,
6 humiliation, injury to his professional reputation, mental anguish, emotional distress and post-
7 traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover
8 reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

9 207. Defendants committed the acts herein alleged maliciously and fraudulently, with the
10 wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of
11 malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were
12 carried out by managerial employees acting in a despicable, deliberate, cold, callous, and
13 intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive
14 damages from Defendants.

15 **SECOND CAUSE OF ACTION**

16 **WORK ENVIROMENT HARRASMENT**

17 **Gov. Code 12940(j)**

18 ***(Against all Defendants)***

19 208. Plaintiff incorporates by reference and realleges herein each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 209. At relevant times, Mr. Dixon was an employee of TPS and Mr. Perry was responsible for
23 the hiring and firing of Mr. Dixon as defined in California.

24 210. Alternatively, Mr. Dixon was an actor on the set of a show that Mr. Perry was producing
25 for TPS and was therefore providing services to TPS and Mr. Perry.

26 211. Tyler Perry made severe unwanted sexual advances and made unwanted verbal and
27 physical conduct of a sexual nature toward Mr. Dixon which caused the work environment to be
28 hostile, intimidating, offensive, oppressive or abusive.

1 212. A reasonable person in Mr. Dixon's circumstances would have considered the work
2 environment to be hostile, intimidating, offensive, oppressive or abusive.

3 213. Mr. Dixon's circumstances considered the work environment to be hostile, intimidating,
4 offensive, oppressive or abusive and as a result was constructively terminated.

5 214. Mr. Dixon had no other avenue to prevent sexual harassment given that all HR functions
6 and company functions reported ultimately to Mr. Perry.

7 215. At all relevant times, Mr. Perry was a supervisor or agent as defined in California law with
8 the ability to affect the terms of Mr. Dixon's employment / work contract.

9 216. The terms of employment, job benefits, opportunities for continued work, additional pay,
10 and other favorable working conditions were made contingent (by words and/or conduct) on Mr.
11 Dixon's acceptance of Tyler Perry's sexual advances or conduct.

12 217. Mr. Perry made it clear to Mr. Dixon that he would kill off Mr. Dixon's character if he did
13 not indulge Mr. Perry's sexual harassment.

14 218. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiff
15 suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment,
16 humiliation, injury to her professional reputation, mental anguish, emotional distress and post-
17 traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover
18 reasonable attorney fees, costs, and pre-judgment interest in connection with this matter.

19 219. Defendants committed the acts herein alleged maliciously and fraudulently, with the
20 wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of
21 malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were
22 carried out by managerial employees acting in a despicable, deliberate, cold, callous, and
23 intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive
24 damages from Defendants.

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THIRD CAUSE OF ACTION**CALIFORNIA CIVIL CODE §51.9****SEXUAL HARRASSMENT IN DEFINED RELATIONSHIP – RALPH ACT*****(Against Defendant Perry, AA and TPS)***

220. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

221. Mr. Dixon had a business / professional relationship with Mr. Perry and TPS. Mr. Dixon was an actor on shows for Mr. Perry and TPS and entered into a contract to produce a pilot for a show called “Losing It” and to shop and sell the show.

222. Additionally, TPS and Perry held themselves out as being able to help Mr. Dixon establish a business relationship with movie studios or other film production companies.

223. Tyler Perry, the owner of TPS made sexual advances, solicitations, sexual requests, and demands for sexual compliance to Mr. Dixon.

224. Defendants Tyler Perry and TPS through Perry also engaged in other verbal, visual, or physical conduct of a sexual nature.

225. Defendants Tyler Perry’s conduct and TPS’s conduct through Perry, were unwelcome and pervasive or severe.

226. Defendants intentionally, recklessly, and wantonly acts resulted in harmful and offensive contact with the intimate parts of Plaintiff’s person.

227. Defendant Perry used his authority to coerce and exploit Plaintiff to spend time with him on several occasions so that Defendant Perry could physically, psychologically, and/or emotionally through force, manipulation, emotional abuse, intimidation, and retaliation abuse Plaintiff. These acts were done for Defendant Perry’s sexual gratification.

228. As a further direct and proximate result of Defendants’ aforementioned conduct, Plaintiff suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment, humiliation, injury to her professional reputation, mental anguish, emotional distress and post-traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover

1 reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

2 229. Defendants committed the acts herein alleged maliciously and fraudulently, with the
3 wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of
4 malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were
5 carried out by managerial employees acting in a despicable, deliberate, cold, callous, and
6 intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive
7 damages from Defendants.

8 **FOURTH CAUSE OF ACTION**

9 **WORKPLACE GENDER VIOLENCE IN VIOLATION OF CAL CIV. CODE § 52.4**

10 **(Against all Defendants)**

11 230. Plaintiff incorporates by reference and realleges herein each and every one of the
12 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
13 forth herein.

14 231. As alleged herein, Defendants are strictly liable for Perry's actions under the principles of
15 respondent superior, as alleged herein and otherwise had advance knowledge that Defendant
16 Perry's would engage in this despicable conduct, and by their actions and inactions ratified,
17 authorized and condoned this unlawful behavior.

18 232. California Civil Code Section 52.4 provides: "(a) Any person who has been subjected to
19 gender violence may bring a civil action for damages against any responsible party. The plaintiff
20 may seek actual damages, compensatory damages, punitive damages, injunctive relief, any
21 combination of those, or any other appropriate relief. A prevailing plaintiff may also be awarded
22 attorney's fees and costs. . . (c) For purposes of this section, "gender violence," is a form of sex
23 discrimination and means any of the following: (1) One or more acts that would constitute a
24 criminal offense under state law that has as an element the use, attempted use, or threatened use of
25 physical force against the person or property of another, committed at least in part based on the
26 gender of the victim, whether or not those acts have resulted in criminal complaints, charges,
27 prosecution, or conviction. (2) A physical intrusion or physical invasion of a sexual nature under
28 coercive conditions, whether or not those acts have resulted in criminal complaints, charges,

prosecution, or conviction.”

233. As alleged herein, Perry violated California Civil Code Section 52.4 in that he engaged in a physical intrusion or physical invasion of a sexual nature under coercive conditions, even if those acts have not yet resulted in criminal complaints, charges, prosecution, or conviction.

234. As a direct and proximate result of Defendants’ violation of California Civil Code Section 52.4, Plaintiff suffered physical sickness, physical injuries, body pains, post-traumatic stress disorder, humiliation, embarrassment, mental and severe emotional distress and anxiety, all in an amount according to proof at trial.

235. The acts of Defendants, as alleged herein, were willful, wanton, and malicious and were intended to oppress and cause injury to Plaintiff. In light of the willful, wanton, malicious and intentional conduct engaged in by Defendants, Plaintiff is entitled to an award of punitive damages.

236. Plaintiff has incurred, and will continue to incur, attorneys’ fees in the prosecution of this action and therefore demand reasonable attorneys’ fees and costs as set by the court.

FIFTH CAUSE OF ACTION

VIOLATION OF THE BANE ACT IN VIOLATION OF CAL CIV. CODE § 52.1

(Against all Defendants)

237. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

238. Civil Code section 52.1, the Bane Act, provides that it is unlawful to interfere with the exercise or enjoyment of any rights under the Constitution and laws of this state and the United States by use or attempted use of threats, intimidation or coercion.

239. At all times herein mentioned, there was a professional relationship between Plaintiff and Defendants, as set forth above.

240. As alleged herein, Defendants engaged in severe and outrageous sexual harassment and sexual assaults against Plaintiff. Defendants’ acts were calculated to prevent Plaintiff from working free of sexual harassment or violence, and Defendants’ acts were further calculated to prevent Plaintiff from reporting Defendants’ unlawful conduct.

241. Plaintiff's sex was the substantial motivating reason for Defendants' unwanted physical contact and ultimate sexual harassment and sexual assaults.

242. Plaintiff is informed and believed and thereon alleges that the aforementioned conduct of Defendants, and each of them, denied, aided, or incited in a denial of, discriminated or made a distinction that denied plaintiff full and equal advantages, privileges, and services to Plaintiff, based solely upon Plaintiff's refusal to submit to continued sexual advances and her objections to the physical harassment that was inflicted upon her, and therefore constituted a violation of the Bane Act.

243. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiff suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment, humiliation, injury to his professional reputation, mental anguish, emotional distress and post-traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

244. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive damages from Defendants.

SIXTH CAUSE OF ACTION

CIVIL CODE §1708.5 – SEXUAL BATTERY

(Against Defendant Perry)

245. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

246. Defendant Tyler Perry intended to cause harmful or offensive contact with Mr. Dixon's buttocks and other sexual areas on multiple occasions, and a sexually offensive contact with Mr. Dixon resulted.

247. Mr. Dixon did not consent to the offensive contact.

248. Mr. Dixon was harmed and offended by Mr. Perry's conduct.

249. As a result of Tyler Perry's conduct, Mr. Dixon was damaged in the amount set forth below.

250. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiff suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment, humiliation, injury to his professional reputation, mental anguish, emotional distress and post-traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

251. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive damages from Defendants.

SEVENTH CAUSE OF ACTION

SEXUAL ASSAULT

(Against Defendant Tyler Perry)

252. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

253. That Tyler Perry acted intending to cause harmful or offensive conduct.

254. That Mr. Dixon reasonably believed that he was about to be touched in a harmful or offensive manner.

255. That Mr. Dixon did not consent to Tyler Perry's conduct.

256. Mr. Dixon was harmed by Mr. Perry's conduct.

257. Tyler Perry's conduct was a substantial factor in causing Mr. Dixon's harm.

258. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiff suffered physical sickness, physical injuries, body pains, anxiety, worry, embarrassment,

humiliation, injury to his professional reputation, mental anguish, emotional distress and post-traumatic stress disorder in an amount to be proven at trial. Plaintiff is further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

259. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive damages from Defendants.

EIGHTH CAUSE OF ACTION

NEGLIGENT HIRING, SUPERVISION, OR RETENTION OF AN EMPLOYEE

(Against Defendant *TPS*)

260. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

261. As alleged herein, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that employees of Defendants were engaging in the unlawful harassing and discriminatory conduct alleged herein.

262. Defendants, and each of them, knew or should have known that their employees, including but not limited to Tyler Perry, had a history of engaging in unlawful or dangerous conduct that could cause injury to Plaintiff and others, yet failed to take any action to prevent such injury.

263. In fact, it is alleged that Christian Keyes and others may have been subjected to the same sexual harassment and TPS knowingly covered up the harassment to protect Mr. Perry.

264. TPS allegedly took actions against Mr. Keyes, including but not limited to paying Mr. Keyes a certain sum of money and threatening him if he disclosed Perry's sexual harassment.

265. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct and omissions alleged herein violated Plaintiff's rights under state statutes and common law.

266. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct alleged herein would and did proximately result in physical injury and emotional distress to Plaintiff.

267. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that unless they intervened to protect Plaintiff, and adequately supervise, prohibit, control, regulate, discipline and/or other penalize the conduct of Defendants' employees as alleged herein, other Defendants and Defendants' employees perceived the conduct and omissions as being ratified and condoned.

268. At all relevant times, the negligent failure of Defendants to protect Plaintiff, and to supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the conduct and omissions of Defendants' employees violated Plaintiff's rights under state statutes and common law and was a substantial factor in causing Plaintiff's harm, as alleged herein.

NINTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against all Defendants)

269. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

270. Defendant conspired to and did engage in conduct that was extreme and outrageous and intentionally caused severe emotional distress to Plaintiff.

271. Defendants' conduct exceeded all possible bounds of decency.

272. Defendant acted with the intent and knowledge that Plaintiff suffered emotional distress due to their inexcusable and outrageous conduct.

273. Defendant's conduct caused Plaintiff to suffer severe mental and emotional distress, pain and suffering, mental anguish, and loss of enjoyment of life.

274. Defendant's unlawful actions were intentional, done with malice, and/or showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights.

275. Plaintiff claims compensatory and punitive damages herein.

276. The amount of damages sought herein exceeds the jurisdictional limits of all other Courts which would otherwise have jurisdiction.

TENTH CAUSE OF ACTION

RETALIATION (FEHA)

(Against all Defendants)

277. Plaintiff incorporates by reference and realleges herein each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

278. Before the taping of season seven of “The Oval” Derek Dixon made a formal complaint about the sexual harassment he was experiencing from Tyler Perry to Defendants through his attorney.

279. That complaint was protected activity.

280. After reporting the sexual harassment, Defendants did not make any investigation into the complaint and did not take any steps to prevent further harassment from occurring.

281. Instead, Defendant told Plaintiff that he should take a medical leave of absence from the show due to the emotional distress caused by the sexual harassment and not report to any of his coworkers the real reasons for his absence.

282. Plaintiff was expecting the leave of absence to be paid medical leave.

283. Instead, Defendant made the leave of absence unpaid and therefore terminated Plaintiff’s employment.

284. Plaintiff stood to make around \$400,000 for his role in season 7 of “The Oval.”

285. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct alleged herein would and did proximately result in physical injury and emotional distress to Plaintiff.

286. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that unless they intervened to protect Plaintiff, and adequately supervise, prohibit, control, regulate, discipline and/or other penalize the conduct of Defendants’ employees as alleged herein, other Defendants and Defendants’ employees perceived

the conduct and omissions as being ratified and condoned.

287. At all relevant times, the negligent failure of Defendants to protect Plaintiff, and to supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the conduct and omissions of Defendants' employees violated Plaintiff's rights under state statutes and common law and was a substantial factor in causing Plaintiff's harm, as alleged herein.

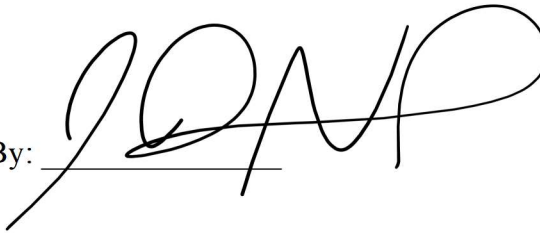
PRAYER FOR RELIEF

Plaintiff prays for judgment as follows:

1. For special, general, punitive, and compensatory damages according to proof at trial.
2. For reasonable attorneys' fees, expert witness fees, and other litigation expenses pursuant to law.
3. For injunctive relief where the court deems appropriate.
4. For all other relief the Court deems appropriate and just:
5. For a total amount of damage, including punitive damages of \$260,000,000.00

Respectfully submitted,

Dated: June 13, 2025

By: 

Jonathan J. Delshad, Esq.

LAW OFFICES OF JONATHAN J. DELSHAD, PC

www.delshadlegal.com

Attorney for Plaintiff

DEREK DIXON