

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

James F. Kellinger

Plaintiff *pro se*

SUMMONS

Index No. 100351-2022

--Versus--

Date Index Number Purchased

FILED

MAR 28 2022

NEW YORK COUNTY
COUNTY CLERK

Fox Media LLC;

Warner Bros. Entertainment Inc.;

Cast and Crew LLC;

Vertical Hold Productions LLC;

Lee Toland Krieger;

John Doe 1-11;

Unknown Entities 1-11;

Defendants.

To the Persons Named as Defendants above:

PLEASE TAKE NOTICE THAT YOU ARE SUMMONED to answer
the complaint of the plaintiff herein and to serve a copy of your
answer on the plaintiff at the address indicated below within 20 days
after service of this Summons (not counting the day of service itself),

or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Dated: March 28, 2022



James F. Kellinger

660 Palisade Avenue 404

Cliffside Park, N.J. 07010

(551) 574-2576

Venue: Plaintiff designates New York County as the place of trial. The basis of this designation is Plaintiffs do business in the State of New York; cause of action occurred in New York County.

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

James F. Kellinger,
Plaintiff *pro se*,

--versus--

COMPLAINT

Fox Media LLC;
Warner Bros. Entertainment Inc.;
Cast and Crew LLC;
Vertical Hold Productions LLC;
Lee Toland Krieger;
John Doe 1-11;
Unknown Entities 1-11;
Defendants.

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**NEW YORK COUNTY
COUNTY CLERK**

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the Plaintiff, James F. Kellinger, respectfully shows and alleges as follows:

1) The Plaintiff herein, James F. Kellinger, is a resident of New Jersey, residing at 660 Palisade Avenue 404, Cliffside Park, New Jersey. The Plaintiff is an experienced Background Actor having worked in hundreds of major productions in New York City and vicinity over the last 8 years.

2) Defendant herein, Fox Media LLC, 10201 West Pico Boulevard, Building 100, Los Angeles, CA, 90064, United States. is copyright holder of Television Series Prodigal Son and is a major motion picture and television producer.

3) Defendant herein, Warner Bros. Entertainment Inc., 4000 Warner Boulevard, Bldg. 156 South, Room 2351, Burbank, CA, 91522-1562, is copyright owner of Prodigal Son and is a major motion picture and television producer.

4) Defendant herein, Cast and Crew LLC, 2300 Empire Avenue I Burbank, CA 91504, upon information and belief, is a payroll company and employer of record for certain crew members on the movie set.

5) Defendant herein, Vertical Hold Productions LLC, 4222 22ND St. Long Island City, NY, 11101-4924, on information and belief, is a production company associated with The Production.

6) Defendant herein, Lee Toland Krieger, President 72nd Street Productions, 4000 Warner Blvd Bldg. 138 Ste 1103, Burbank, CA 91522, upon information and belief, was the Director of the Prodigal Son pilot.

7) Defendants herein, John Doe 1-11, are persons unknown or unnamed who may be discovered, as having liability in the matter.

8) Defendants herein, Unknown Entities 1-11, are any participant entity who may be discovered, as having liability in the matter.

9) Empire Casting LLC, 152 Madison Avenue Suite 405, New York, NY 10016, a payroll company, is the employer of record against which a Workman's Compensation claim has been made.

10) Central Casting, whose address is 5 Penn Plaza (10th Floor) New York, NY 10001, is a casting agency started in 1925 in California to provide extras, or Background Actors, to the then burgeoning film industry. Central Casting casts background actors for the film and television industry and gives information to actors as to time, location, wardrobe, transportation, and directs the actors' conduct on the movie set, regarding conduct with principal actors, crew, and Production. Central Casting will intervene with Production should there be an issue on set between Background Actors and cast, crew, or Production. From time to time, casting agents from Central Casting will be at the location of filming. Plaintiff has been registered with Central Casting as an actor for approximately 8 years and has received many assignments from Central Casting on major productions.

11) The Plaintiff was cast by Central Casting to play an NYPD policeman on March 30, 2019 at 4:30 pm. in the Wall Street area of Manhattan. The project was the pilot of a television show named Prodigal Son. The plaintiff was to provide an authentic NYPD uniform for which Plaintiff was to be compensated.

12) On information and belief, Prodigal Son is the Property of named defendants Fox Media LLC, and Warner Bros. Entertainment Inc.

13) Upon arrival on set, a background actor is given a voucher which is the hiring agreement. On March 30, 2019 Plaintiff arrived on set at the appointed time and was given a voucher in the name of Empire Casting LLC which stated:

"By signing this agreement I acknowledge and agree to the following:

- (1) That I have reviewed the information on this voucher and that it accurately represents my complete work information on The Production for the date indicated. I understand the information will be used to calculate my wages for the particular date and I agree that such wages computed will be payment in full for all services rendered by me.
- (2) That I hereby grant to the Production Company of The Production, its successors, assignees, licensees or any other

person or company who might gain rights to the production, the right to photograph me and record my voice to use, alter, dub, edit and or otherwise change such photographs and recordings, in any manner whatsoever and for any reason in connection with The Production, such right to be worldwide and in perpetuity.

- (3) The Production Company shall have the exclusive right to exercise control over the wages, hours, and working conditions of my employment on The Production. Notwithstanding the foregoing, Empire Casting is my employer of record.
- (4) By signing this form I hereby agree that Empire Casting may take deduction from my earnings to adjust previous overpayments if and when said overpayments may occur."

14) At a particular time, as determined by The Production, the Background was assembled at "set" at the corner of Pine St. & William St. in lower Manhattan. The Background consisted of approximately 6 uniformed NYPD police officers and a "crowd" of approximately 70 actors who were placed behind a police barricade. It was a crowd-control scene. The main character of the show, Malcolm Bright, a former FBI profiler, walks past the crowd into a building where a murder is being investigated. The character was portrayed by actor Tom Payne.

15) The Background was attended by a single Production Assistant (PA) though, under normal circumstances, the Background would have been overseen by the Second Second Assistant Director. and several PAs.

16) The PA gave the Background a simple instruction: "Try to get past the barricade." The Assistant Directed (AD) called "Rolling" and the filming of "Take 1" began upon "Action." General confusion ensued as some of the crowd advanced forward and were incensed at being contacted physically by the uniformed officers who blocked their advance. The scene was "cut" and the PA reappeared and Background Actors converged on him with complaints and requests for more

instructions. The overwhelmed PA called on the radio for some kind of instructions or assistance. The AD immediately called “Rolling” for the second take and the PA retreated from view so he would not be photographed.

17) The ensuing takes were even more chaotic. The crowd began surging and there was general confusion and after each take was cut the background clamored and deluged the PA for more instructions. No additional supervisor ever appeared.

18) On approximately the third or fourth take, during filming, an adult male (John Doe 1) surged through the crowd and violently and with great force, punched Plaintiff in the right eye, knocking him backwards, mangling and knocking Plaintiff’s eyeglasses to the ground. Plaintiff retreated from the assault and called for the PA. The scene was cut, and the PA escorted Plaintiff to the holding area where he was met by the Set Medic.

19) At the holding area Plaintiff and Medic were joined by two NYPD police officers from the Movie and TV Squad, and Plaintiff described the incident; that he was assaulted, and did not know the assailant, did not know if the assailant was an actor or an onlooker from the vicinity, described assailant, and requested that the assailant be arrested.

20) The policemen returned a short time later, and informed Plaintiff that they had located the individual, that he was a background actor, and that he had admitted punching Plaintiff. Plaintiff, Medic, and Policemen were then joined by a person who, on information and belief, was a producer on the show, who asked Plaintiff if he thought the assailant/actor had “gotten a little carried away?” Plaintiff told producer he did not know the person, never spoke to the person, and had no idea of

the person's motive, or whether he was acting in compliance with an instruction from another, and referred Producer's question to the Policemen who had spoken with the assailant. On information and belief, the assailant was never arrested. Upon inquiry at the NYPD First Precinct, it was discovered that no police report was found regarding the incident.

21) Plaintiff was transported by Production to the Emergency Room at New York Presbyterian Lower Manhattan Hospital with a Workman's Compensation form from Cast and Crew, made out by the Set Medic and signed by an unknown person. Plaintiff was given telephone number and address of Vertical Hold Productions in Long Island City, to make a report of the injury.

22) Plaintiff was examined and subjected to a CT scan. It was found that Plaintiff had a contusion of the eyeball and a head injury. Plaintiff was released with instructions for care of a head injury and told to follow up with medical professionals.

23) Plaintiff continues to have disfiguring injuries and a reduced field of vision subsequent to the incident, and has experienced a reduced employment in the film industry, notwithstanding a long term hiatus of the film industry due to COVID 19.

24) By reason of the facts and circumstances stated above, plaintiff has been damaged by defendants, in the sum of \$100,000.00.

WHEREFORE, plaintiff demands judgment against defendant in the sum of \$100,000.00, plus interest from March 31, 2019, costs and disbursements, together with any other relief the Court finds to be just and proper.



James F. Kellinger *pro se*
Plaintiff *pro se*
Dated: March 28, 2022

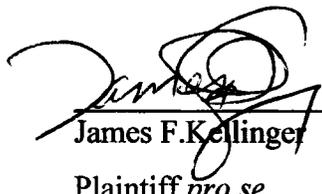
660 Palisade Avenue 404
Cliffside Park, N.J. 07010
(551) 574-2576

VERIFICATION

James F. Kellinger, being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters

I believe them to be true.

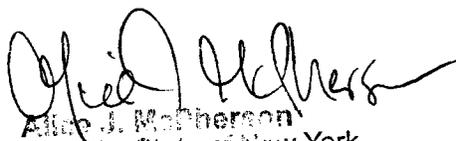


James F. Kellinger
Plaintiff *pro se*

MAR 28 2022

Sworn to before me this
28th day of March, 2022

State of New York
County of New York



Alfred J. McPherson
Notary Public, State of New York
Reg. No. 03MC0420576
Qualified in New York County
Commission Expires October 16, 2025

New York County Clerk's Office
Paym 1000635 09/28/2022 3:24p
Cashier CUDIAZ Register # 8

Tr.1309589 \$210.00
Supreme Court General Index Res. (General)
100351/2022 KELLINGER, JAMES F. vs. FOX
MEDIA LLC; WARNER BROS. ENTERTAINMENT INC
. ET AL
C. ET AL

Total: \$210.00

Cash \$210.00