

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

-----X
THOMAS VAUGHAN,

Plaintiffs,

-against-

STEEL EQUITIES MANAGEMENT, LLC, JOURNAL
PRODUCTIONS, INC. and LIONS GATE FILMS INC.,

Defendants.
-----X

To the above-named Defendants,

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys Friedman, Levy Goldfarb & Green, P.C. within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if the summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
April 26, 2019

Yours, etc.,

FRIEDMAN, LEVY, GOLDFARB & GREEN, P.C.

Attorneys for Plaintiff
250 West 57th Street - Suite 1619
New York, New York 10107
(212) 307-5800

By 
RANDY E. KLEINMAN, ESQ.

Index No.:
Date Filed:

SUMMONS

Plaintiff designates
the County of New York
for the place of trial.

The basis of venue is
CPLR § 503(C) s

Plaintiffs' residence:
253 Evergreen Drive
Bay Head, NJ 08742

TO: STEEL EQUITIES MANAGEMENT, LLC
c/o Holland & Knight LLP
Attn: John D. Dadakis, Esq.
31 West 52nd Street
New York, New York 10019

JOURNAL PRODUCTIONS, INC.
c/o CT Corporation System
818 West 7th Street, Suite 930
Los Angeles, California 90017

LIONS GATE FILMS INC.
111 Eighth Avenue
New York, New York 10011

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

-----X
THOMAS VAUGHAN,

Plaintiff,

Index No.:

VERIFIED COMPLAINT

-against-

STEEL EQUITIES MANAGEMENT, LLC, JOURNAL
PRODUCTIONS, INC. and LIONS GATE FILMS INC.,

Defendants.
-----X

Plaintiff, by his attorneys, FRIEDMAN, LEVY, GOLDFARB & GREEN, P.C.
complaining of the defendants, alleges as follows upon information and belief:

1. At all times hereinafter mentioned, plaintiff THOMAS VAUGHAN was and still is an individual residing at 253 Evergreen Drive, County of Ocean, Borough of Bay Head and State of New Jersey.

2. At all times hereinafter mentioned, defendant STEEL EQUITIES MANAGEMENT, LLC was and is a domestic limited liability company duly organized and existing under the laws of the State of New York, with its principal place of business located in the County of Nassau and State of New York.

3. At all times hereinafter mentioned, defendant JOURNAL PRODUCTIONS, INC. was and is a foreign business corporation duly organized and existing under and by virtue of the laws of the State of California, authorized to transact business in the State of New York, with its principal place of business located in the County and State of New York.

4. At all times hereinafter mentioned, defendant LIONS GATE FILMS INC. was and is a foreign business corporation duly organized and existing under and by virtue

of the laws of the State of Delaware, authorized to transact business in the State of New York, with its principal place of business located in the County and State of New York.

5. At all times hereinafter mentioned, defendant STEEL EQUITIES MANAGEMENT, LLC was the owner of 999 South Oyster Bay Road, and the buildings and structures located thereat, (hereinafter, the "Premises") in the Hamlet of Bethpage, County of Nassau and State of New York.

6. At all times hereinafter mentioned, defendant STEEL EQUITIES MANAGEMENT, LLC was the lessee of 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

7. At all times hereinafter mentioned, STEEL EQUITIES MANAGEMENT, LLC, its agents, servants and employees, controlled 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

8. At all times hereinafter mentioned, STEEL EQUITIES MANAGEMENT, LLC, its agents, servants and employees, maintained 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

9. At all times hereinafter mentioned, STEEL EQUITIES MANAGEMENT, LLC, its agents, servants and employees, managed 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

10. At all times hereinafter mentioned, STEEL EQUITIES MANAGEMENT,

LLC, its agents, servants and employees, operated 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

11. At all times hereinafter mentioned, STEEL EQUITIES MANAGEMENT, LLC, its agents, servants and employees, had a duty to properly own, control, maintain, manage, repair and operate the Premises and to keep the Premises in a reasonably safe condition.

12. At all times hereinafter mentioned, JOURNAL PRODUCTIONS, INC. its agents, servants and employees, controlled 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

13. At all times hereinafter mentioned, JOURNAL PRODUCTIONS, INC. its agents, servants and employees, maintained 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

14. At all times hereinafter mentioned, JOURNAL PRODUCTIONS, INC. its agents, servants and employees, managed 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

15. At all times hereinafter mentioned, JOURNAL PRODUCTIONS, INC. its agents, servants and employees, operated 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

16. At all times hereinafter mentioned, JOURNAL PRODUCTIONS, INC. its agents, servants and employees, had a duty to properly own, control, maintain, manage, repair and operate the Premises and to keep the Premises in a reasonably safe condition.

17. At all times hereinafter mentioned, LIONS GATE FILMS INC., its agents, servants and employees, controlled 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

18. At all times hereinafter mentioned, LIONS GATE FILMS INC., its agents, servants and employees, maintained 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

19. At all times hereinafter mentioned, LIONS GATE FILMS INC., its agents, servants and employees, managed 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

20. At all times hereinafter mentioned, LIONS GATE FILMS INC., its agents, servants and employees, operated 999 South Oyster Bay Road, and the buildings and structures located thereat, in the Hamlet of Bethpage, County of Nassau and State of New York.

21. At all times hereinafter mentioned, LIONS GATE FILMS INC., its agents, servants and employees, had a duty to properly own, control, maintain, manage, repair and operate the Premises and to keep the Premises in a reasonably safe condition.

22. That on or about May 18, 2018, and prior thereto, there existed a

construction site at the Premises related to the production of the film John Wick: Chapter 3 – Parabellum.

23. That on or about May 18, 2018, plaintiff THOMAS VAUGHAN was lawfully upon the Premises as an employee of ENTERTAINMENT PARTNERS.

24. That at all times hereinafter mentioned, Defendant STEEL EQUITIES MANAGEMENT, LLC owned Gold Coast Studios.

25. That That at all times hereinafter mentioned, Defendant STEEL EQUITIES MANAGEMENT, LLC operated Gold Coast Studios.

26. That at all times hereinafter mentioned, Gold Coast Studios was in the business of leasing the premises for the production of films.

27. That at all times hereinafter mentioned, defendant JOURNAL PRODUCTIONS, INC. and/or LIONS GATE FILMS INC. owned and/or produced the film John Wick: Chapter 3 – Parabellum.

28. That on or about May 18, 2018, defendant JOURNAL PRODUCTIONS, INC. leased a portion of the Premises from Gold Coast Studios for the production of the film the film John Wick: Chapter 3 – Parabellum.

29. That on or about May 18, 2018, defendant JOURNAL PRODUCTIONS, INC. leased a portion of the Premises from defendant STEEL EQUITIES MANAGEMENT, LLC for the production of the film the film John Wick: Chapter 3 – Parabellum.

30. That on or about May 18, 2018, defendant LIONS GATE FILMS INC. leased a portion of the Premises from Gold Coast Studios for the production of the film the film John Wick: Chapter 3 – Parabellum.

31. That on or about May 18, 2018, defendant LIONS GATE FILMS INC. leased

a portion of the Premises from defendant STEEL EQUITIES MANAGEMENT, LLC for the production of the film the film John Wick: Chapter 3 – Parabellum.

32. That on or about May 18, 2018, and prior thereto, there existed an agreement between defendant STEEL EQUITIES MANAGEMENT, LLC and plaintiff's employer, ENTERTAINMENT PARTNERS, relative to certain work, labor and/or services to be performed upon the Premises.

33. That on or about May 18, 2018, and prior thereto, there existed an agreement between defendant JOURNAL PRODUCTIONS, INC. and plaintiff's employer, ENTERTAINMENT PARTNERS, relative to certain work, labor and/or services to be performed upon the Premises.

34. That on or about May 18, 2018, and prior thereto, there existed an agreement between defendant LIONS GATE FILMS INC. and plaintiff's employer, ENTERTAINMENT PARTNERS, relative to certain work, labor and/or services to be performed upon the Premises.

35. That on or about May 18, 2018, plaintiff THOMAS VAUGHAN was lawfully upon the Premises and/or construction site located thereat.

36. That on or about May 18, 2018, plaintiff THOMAS VAUGHAN was lawfully upon the Premise and/or construction site located thereat, in the course and scope of his employment.

AS AND FOR A FIRST CAUSE OF ACTION

37. At all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its agents, servants and employees, to maintain the Premises and/or construction site located thereat, and the work, labor and services

performed, and equipment and/or apparatus provided and utilized thereat, in a reasonably safe and suitable condition and repair.

38. At all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its agents, servants and employees, to maintain the Premises and/or construction site located thereat, and the work, labor and services performed, and equipment and/or apparatus provided and utilized thereat, in a reasonably safe and suitable condition and repair.

39. At all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its agents, servants and employees, to maintain the Premises and/or construction site located thereat, and the work, labor and services performed, and equipment and/or apparatus provided and utilized thereat, in a reasonably safe and suitable condition and repair.

40. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site.

41. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site.

42. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the

Premises and construction site.

43. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site.

44. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site.

45. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site.

46. That on May 18, 2018, plaintiff THOMAS VAUGHAN was caused to be injured while lawfully present and/or working upon the Premises.

47. That on May 18, 2018, and for a period of time prior thereto, there existed a dangerous, defective, hazardous, unprotected, unsupervised and unsafe condition and instrumentality upon the Premises and/or construction site.

48. That on May 18, 2018, plaintiff THOMAS VAUGHAN was caused to be injured as a result of the said dangerous, dangerous, defective, hazardous, unprotected, unsupervised and unsafe condition and instrumentality upon the Premises and/or construction site.

49. That at all times hereinafter mentioned, the defendants, their servants,

agents and/or employees failed to provide for the safety, protection and wellbeing of persons lawfully working upon the Premises and/or construction site, in violation of the common law.

50. That by reason of the foregoing, the plaintiff THOMAS VAUGHAN was injured.

51. That the foregoing accident and the resulting injuries to the plaintiff were caused solely by reason of the carelessness, negligence and wanton and willful disregard on the part of the defendants, in violation of the common law, and without any negligence on the part of the plaintiff contributing thereto.

52. That as a result of the foregoing, plaintiff, THOMAS VAUGHAN, sustained serious, severe and permanent personal injuries and was rendered sick, sore, lame, and disabled; plaintiff, THOMAS VAUGHAN, was caused to suffer great pain, discomfort, and disability and, upon information and belief, will continue to suffer pain, discomfort, and disability in the future; plaintiff, THOMAS VAUGHAN, was caused to undergo hospital and medical care, aid and attention, and upon information and belief, may continue to require to undergo medical care, aid and attention for a long period of time to come in the future; plaintiff, THOMAS VAUGHAN, was obliged to expend and incur large sums of monies for medical care, aid and attention and, upon information and belief, will continue to be obliged to expend and incur large sums of monies for future medical care, aid and attention; plaintiff, THOMAS VAUGHAN, was caused to become incapacitated from his usual vocation and avocation, and upon information and belief, may continue to be caused to remain away from his usual vocation and avocation for a long period of time to come in the future.

53. As a result of the foregoing, plaintiff THOMAS VAUGHAN has suffered damages and demands monetary relief in an amount exceeding the jurisdictional limits of all lower Courts.

AS AND FOR A SECOND CAUSE OF ACTION

54. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "53" of this Complaint with the same force and effect as if hereinafter set forth in full, and further alleges:

55. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its servants, agents and/or employees to maintain the said construction site and the work, labor and services performed, and equipment and/or apparatus provided and utilized thereat, in reasonably safe and suitable condition and repair, in accordance with the requirements of Section 200 of the State Labor Law.

56. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its servants, agents and/or employees to maintain the said construction site and the work, labor and services performed, and equipment and/or apparatus provided and utilized thereat, in reasonably safe and suitable condition and repair, in accordance with the requirements of Section 200 of the State Labor Law.

57. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its servants, agents and/or employees to maintain the said construction site and the work, labor and services performed, and equipment and/or apparatus provided and utilized thereat, in reasonably safe and suitable condition and repair, in accordance with the requirements of Section 200 of the State Labor Law.

58. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the Labor Law.

59. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the Labor Law.

60. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the Labor Law.

61. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC, its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the State Labor Law.

62. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC., its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the State Labor

Law.

63. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC., its servants, agents and/or employees to provide a reasonably safe place to work for persons lawfully working upon the Premises and construction site, in accordance with the requirements of Section 200 of the State Labor Law.

64. That on May 18, 2018, plaintiff THOMAS VAUGHAN was caused to be injured while lawfully present and/or working upon the Premises and/or construction site.

65. That on May 18, 2018, and/or for a period of time prior thereto, there existed a dangerous, defective, hazardous, unprotected, unsupervised and unsafe condition and instrumentality upon the Premises and/or construction site.

66. That on May 18, 2018, plaintiff THOMAS VAUGHAN was caused to be injured as a result of the said dangerous, defective, hazardous, unprotected, unsupervised and unsafe condition and instrumentality upon the Premises and/or construction site.

67. That at all times hereinafter mentioned, defendants, their servants, agents and/or employees failed to provide for the safety, protection and wellbeing of persons lawfully working upon the Premises and/or construction site, in violation of the common law and Section 200 of the Labor Law.

68. That by reason of the foregoing, the plaintiff THOMAS VAUGHAN was injured.

69. That the foregoing accident and the resulting injuries to the plaintiff were

caused solely by reason of the carelessness, negligence and wanton and willful disregard on the part of the defendants, in violation of the common law and of Section 200 of the Labor Law, and without any negligence on the part of the plaintiff contributing thereto.

70. That as a result of the foregoing, plaintiff, THOMAS VAUGHAN, sustained serious, severe and permanent personal injuries and was rendered sick, sore, lame, and disabled; plaintiff, THOMAS VAUGHAN, was caused to suffer great pain, discomfort, and disability and, upon information and belief, will continue to suffer pain, discomfort, and disability in the future; plaintiff, THOMAS VAUGHAN, was caused to undergo hospital and medical care, aid and attention, and upon information and belief, may continue to require to undergo medical care, aid and attention for a long period of time to come in the future; plaintiff, THOMAS VAUGHAN, was obliged to expend and incur large sums of monies for medical care, aid and attention and, upon information and belief, will continue to be obliged to expend and incur large sums of monies for future medical care, aid and attention; plaintiff, THOMAS VAUGHAN, was caused to become incapacitated from his usual vocation and avocation, and upon information and belief, may continue to be caused to remain away from his usual vocation and avocation for a long period of time to come in the future.

71. As a result of the foregoing, plaintiff THOMAS VAUGHAN has suffered damages and demands monetary relief in an amount exceeding the jurisdictional limits of all lower Courts.

AS AND FOR A THIRD CAUSE OF ACTION

72. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "71" of this Complaint with the same force and effect as

if hereinafter set forth in full, and further alleges:

73. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

74. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC. to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

75. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC. to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

76. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC to ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

77. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC. to ensure the use of reasonably safe, suitable and

adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

78. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC. to ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 240 of the Labor Law.

79. That on May 18, 2018, while Plaintiff THOMAS VAUGHAN was lawfully present and/or working upon the Premises and/or construction site, plaintiff was caused to be injured.

80. That at all times hereinafter mentioned, the defendants, their servants, agents and/or employees failed to provide and/or ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in violation of the requirements of Section 240 of the Labor Law.

81. That as a result of the foregoing, plaintiff, THOMAS VAUGHAN, sustained serious, severe and permanent personal injuries and was rendered sick, sore, lame, and disabled; plaintiff, THOMAS VAUGHAN, was caused to suffer great pain, discomfort, and disability and, upon information and belief, will continue to suffer pain, discomfort, and disability in the future; plaintiff, THOMAS VAUGHAN, was caused to undergo hospital and medical care, aid and attention, and upon information and belief, may continue to require to undergo medical care, aid and attention for a long period of time to come in the

future; plaintiff, THOMAS VAUGHAN, was obliged to expend and incur large sums of monies for medical care, aid and attention and, upon information and belief, will continue to be obliged to expend and incur large sums of monies for future medical care, aid and attention; plaintiff, THOMAS VAUGHAN, was caused to become incapacitated from his usual vocation and avocation, and upon information and belief, may continue to be caused to remain away from his usual vocation and avocation for a long period of time to come in the future.

82. As a result of the foregoing, plaintiff THOMAS VAUGHAN has suffered damages and demands monetary relief in an amount exceeding the jurisdictional limits of all lower Courts.

AS AND FOR THE FOURTH CAUSE OF ACTION

83. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "82" of this Complaint with the same force and effect as if hereinafter set forth in full, and further alleges:

84. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.15, 23-1.16, 23-1.7, 23-2.1, 23-2.3, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2.

85. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC. its servants, agents and/or employees to provide for

the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

86. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC. its servants, agents and/or employees to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in accordance with Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

87. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

88. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC. to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the

said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

89. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC. to provide reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

90. That at all times hereinafter mentioned, it was the duty of defendant STEEL EQUITIES MANAGEMENT, LLC to ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

91. That at all times hereinafter mentioned, it was the duty of defendant JOURNAL PRODUCTIONS, INC. to ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

92. That at all times hereinafter mentioned, it was the duty of defendant LIONS GATE FILMS INC. to ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in accordance with the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

93. That on May 18, 2018, while plaintiff THOMAS VAUGHAN was lawfully present and/or working upon the Premises and/or construction site, plaintiff was caused to be injured.

94. That at all times hereinafter mentioned, the defendants, their servants, agents and/or employees failed to provide for the safety, supervision, protection and wellbeing of persons lawfully working upon the Premises and construction site, in violation

of the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

95. That at all times hereinafter mentioned, the defendants, their servants, agents and/or employees failed to provide and/or ensure the use of reasonably safe, suitable and adequate apparatus and/or instrumentalities for use in conjunction with the said worksite and the said work, labor and/or services which was being performed upon the Premises, in violation of the requirements of Section 241 of the Labor Law and regulations pursuant thereto, including, but not necessarily limited to, 12 NYCRR Sections 23-1.2 (a) (e), 23-1.5, 23-1.6, 23-1.7, 23-1.8, 23-1.16, 23-1.22, 23-1.32, 23-1.33, 23-2.1, 23-2.4, 23-6.1, 23-6.2, 23-6.3, 23-8.1, 23-8.2, 23-8.5.

96. That by reason of the foregoing, the plaintiff THOMAS VAUGHAN was injured.

97. That this action falls within one or more of the exceptions set forth in C.P.L.R. § 1602.

98. That as a result of the foregoing, plaintiff, THOMAS VAUGHAN, sustained serious, severe and permanent personal injuries and was rendered sick, sore, lame, and disabled; plaintiff, THOMAS VAUGHAN, was caused to suffer great pain, discomfort, and disability and, upon information and belief, will continue to suffer pain, discomfort, and disability in the future; plaintiff, THOMAS VAUGHAN, was caused to undergo hospital and medical care, aid and attention, and upon information and belief, may continue to require to undergo medical care, aid and attention for a long period of time to come in the

future; plaintiff, THOMAS VAUGHAN, was obliged to expend and incur large sums of monies for medical care, aid and attention and, upon information and belief, will continue to be obliged to expend and incur large sums of monies for future medical care, aid and attention; plaintiff, THOMAS VAUGHAN, was caused to become incapacitated from his usual vocation and avocation, and upon information and belief, may continue to be caused to remain away from his usual vocation and avocation for a long period of time to come in the future.

99. As a result of the foregoing, plaintiff THOMAS VAUGHAN has suffered damages and demands monetary relief in an amount exceeding the jurisdictional limits of all lower Courts.

WHEREFORE, plaintiff demands judgment against defendants:

(a) on the First Cause of Action, for a sum of money having a present value that exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction of this matter;

(b) on the Second Cause of Action, for a sum of money having a present value that exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction of this matter;

(c) on the Third Cause of Action, for a sum of money having a present value that exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction of this matter;

(d) on the Fourth Cause of Action, for a sum of money having a present value that exceeds the jurisdictional limits of all lower Courts which would otherwise have

jurisdiction of this matter; and

(e) together with costs, interest, and disbursements of this action.

Dated: New York, New York
April 26, 2019

Yours, etc.,

FRIEDMAN, LEVY, GOLDFARB & GREEN, P.C.

By:



RANDY E. KLEINMAN, ESQ.

Attorneys for Plaintiff
250 West 57th Roadway - Suite 1619
New York, New York 10107
(212) 307-5800

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Thomas Vaughan, being duly sworn deposes and says:

That deponent is the plaintiff in the annexed complaint and has read the foregoing Complaint and knows the contents thereof, that the same is true to his/her knowledge, except as to those matters stated to be alleged upon information and belief, and to those matters he/she believes to be true.

T-V

Sworn to before me this 26th
day of April, 2019

[Signature]
NOTARY PUBLIC

CATHERINE CARDOZO
Notary Public, State of New York
No. 01046019284
Qualified in Queens County
Commission Expires August 25, 2019