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8 Plaintiffs in Pro Se

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 JULIA DAVIS, BJ DAVIS,

12 Plaintiffs,

13 vs.

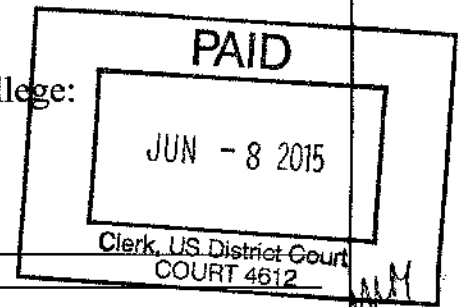
14 SONY PICTURES
15 ENTERTAINMENT, a New York
16 Corporation, COLUMBIA
17 PICTURES, a California Corporation,
18 ENTERTAINMENT PARTNERS, a
19 California Corporation, AVI ARAD
20 PRODUCTIONS, a California
21 Corporation, ARMSTRONG
22 ACTION, a California Production,
23 SCREEN ACTORS GUILD, a
24 California Corporation, SCREEN
25 ACTORS GUILD PRODUCERS
26 PENSION AND HEALTH PLANS, a
27 California Corporation, IMDBCOM,
28 INC, a DELAWARE Corporation,
JAMES ARMSTRONG, an individual,
JAY CARRADO, an individual, John
Does 1-25

Defendants

CV 15-04276-MWF (ASx)

COMPLAINT FOR DAMAGES FOR
PERSONAL INJURY,
BREACH OF CONTRACT,
WORKPLACE VIOLENCE,
INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS,
INTERFERENCE WITH RIGHT TO
WORK,
DISCRIMINATION,
RETALIATION FOR PROTECTED
ACTIVITY,
HARASSMENT,
DENIAL OF MEDICAL
TREATMENT,
DEMAND FOR JURY TRIAL

Plaintiffs JULIA DAVIS and BJ DAVIS hereby allege:



1 **JURISDICTION**

2
3 1. The court has jurisdiction over this action pursuant to 28 U.S.C. 1331
4 and 28 U.S.C. 1367.

5
6 **VENUE**

7
8 2. Venue is proper in the Central District of California pursuant to 28
9 U.S.C. 1391, because Plaintiffs reside in this district, a substantial part of the
10 events or omissions giving rise to the claim occurred in the district, these events
11 involve parties that reside in different states, the amount in controversy is over
12 \$75,000 and the injury involved a violation of a federal law. In addition to
13 California-based corporations named as Defendants, non-California companies
14 named as Defendants keep branch offices and/or other facilities in California and
15 therefore can be considered to have minimum contacts with this state.

16
17 **INTRODUCTION**

18
19 3. Plaintiffs JULIA DAVIS and BJ DAVIS are citizens of the United
20 States and at all times relevant to this lawsuit were residents of the State of
21 California. Plaintiff BJ DAVIS is a highly successful, world renowned, Hollywood
22 Stuntman Hall of Fame inductee, world record holder, Stuntman, stunt double to
23 five Academy Award winners, with a Bachelor Of Science in Communications,
24 who studied at the Lee Strasberg Theatre & Film Institute. Plaintiff JULIA DAVIS
25 is an accomplished stuntwoman, having doubled two Academy Award winners.
26 She has a Masters Degree and fluently speaks multiple languages.

1 4. Plaintiffs BJ DAVIS and JULIA DAVIS were contractually employed
2 by Defendants SONY PICTURES (“SONY”) and COLUMBIA PICTURES
3 (“COLUMBIA”), as Screen Actors Guild (“SAG”) signators, employing the
4 services of SAG members only. Plaintiffs BJ DAVIS and JULIA DAVIS were
5 employed under the covenants of the Screen Actors Guild, as members in good
6 standing, to work per guild guidelines and provisions. Contractual agreements
7 signed by Plaintiffs BJ DAVIS and JULIA DAVIS incorporate the terms of SAG
8 Codified Basic Agreement, which guarantees safe workplace environment, OSHA
9 meetings before any stunt-related activities and provides other guarantees, violated
10 by Defendants. Defendants SONY and COLUMBIA PICTURES are in breach of
11 their contractual agreements with Plaintiffs, as detailed within this complaint.
12

13 5. On or about June 8, 2013, Plaintiff BJ DAVIS sustained workplace
14 violence, intentional assault leading to life-altering disability in a hostile
15 workplace, on the set of the feature film “The Amazing Spider-Man 2” while
16 employed by Defendants SONY PICTURES and COLUMBIA PICTURES.
17

18 6. Discrimination against Plaintiffs commenced when they were hired
19 “as locals”, based on the claim of Defendant JAMES ARMSTRONG and his
20 father, ANDY ARMSTRONG that production companies (Defendants SONY,
21 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG
22 ACTION) were allegedly hiring only New York-based stuntmen/women. This
23 meant that in spite of meeting and exceeding qualifications for the job, in order to
24 get hired Plaintiffs had to purchase plane tickets and pay for their own
25 accommodations. Upon arriving to the set, Plaintiffs discovered that such
26 conditions were not imposed upon other stunt performers. In fact, stunt personnel
27 of lesser qualifications were brought in from Los Angeles, CA and other regional
28

1 areas of the United States, England and Mexico at the expense of production
2 companies, including Defendants SONY and COLUMBIA PICTURES.

3
4 7. While working on the feature film "The Amazing Spider-Man 2,"
5 Plaintiff BJ DAVIS was subjected to age discrimination and retaliation for his
6 prior political activities as the former Secretary for Charlton Heston and as a SAG
7 Safety Representative. Plaintiff BJ DAVIS previously stopped the classification of
8 stunt performers, which would have undermined the right to work for average stunt
9 people, women and minorities while creating a monopoly by SAG Board members
10 of the Screen Actors Guild. Plaintiff BJ DAVIS also forced the Screen Actors
11 Guild to represent Stunt Coordinators contractually. He rallied and united the stunt
12 community, forming the National League of SAG Stunt Performers to legally sue
13 the Screen Actors Guild and thereby achieving the desired outcome.

14
15 These activities prejudiced Defendants against Plaintiff BJ DAVIS and
16 Plaintiff JULIA DAVIS as his spouse. Plaintiffs were purposely ostracized on the
17 set of "The Amazing Spider-Man 2," were repeatedly given broken radios or radios
18 with dead batteries, were assigned to drive defective stunt vehicles with non-
19 functioning air conditioning and were not selected to perform the major stunts,
20 which were assigned by Defendant JAMES ARMSTRONG to his friends and
21 significant others. Plaintiffs were unduly subjected to harassment and
22 discrimination.

23
24 8. Discrimination against Plaintiffs in a hostile workplace escalated to
25 the point of workplace violence, wherein Plaintiff BJ DAVIS was intentionally
26 assaulted by Defendant JAY CARRADO, based upon directives of Defendant
27 JAMES ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA,

1 AVI ARAD PRODUCTIONS, ARMSTRONG ACTION and other production
2 companies and entities involved in the filming of "The Amazing Spider-Man 2".
3 This assault caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring
4 several surgeries and causing bodily harm that, according to the treating
5 physicians, may lead to his permanent disability. Plaintiff BJ DAVIS is now
6 temporarily totally disabled, due to the severity of the injuries inflicted upon him
7 on the set of the feature film "The Amazing Spider-Man 2."

8
9 Defendants SONY and COLUMBIA PICTURES breached their contractual
10 agreement with Plaintiff BJ DAVIS, wherein they were obligated to provide a safe
11 workplace. Defendants failed to notify/warn Plaintiff of the planned assault, failed
12 to provide medical help, did not have a medic present on the set, contrary to the
13 requirements in the Screen Actors Guild contractual agreement with Plaintiff, by
14 which Defendants are bound.

15
16 Defendants refused to compensate Plaintiff for the medical expenses he
17 incurred and will continue to incur due to the injuries caused by Plaintiffs SONY,
18 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG
19 ACTION and their representatives. These Defendants inflicted not only severe
20 bodily injuries upon Plaintiff BJ DAVIS, but also intentionally inflicted emotional
21 distress upon both Plaintiffs, depriving them of enjoyment of life and negatively
22 impacting their ability and right to work in the future.

23
24 9. Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
25 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,
26 ARMSTRONG ACTION retaliated against Plaintiffs BJ DAVIS and JULIA
27 DAVIS for their complaints to governmental agencies pertaining to Defendants'

1 actions that intentionally caused serious injuries to Plaintiff BJ DAVIS. Above-
2 mentioned Defendants caused Plaintiffs' not to receive credits on the feature film
3 "The Amazing Spider-Man 2."

4
5 Furthermore, above-mentioned Defendants repeatedly deleted Plaintiff BJ
6 DAVIS and Plaintiff JULIA DAVIS' film credits for the said film from the
7 Internet Movie Database (IMDB.com), aided and abetted by Defendant
8 IMDBCOM. Defendant IMDBCOM allowed the deletion of Plaintiffs' film
9 credits, in spite of Plaintiffs repeatedly challenging the said deletions and offering
10 copies of their contracts and newspaper articles featuring Plaintiff BJ DAVIS in
11 action scenes of the feature film "The Amazing Spider-Man 2". These deliberate
12 activities negatively affected the rating assigned to performers by the IMDB
13 database, thereby impacting Plaintiffs' future work opportunities and standing as
14 film professionals.

15
16 10. Additionally, Defendants SONY PICTURES ENTERTAINMENT,
17 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
18 PRODUCTIONS, ARMSTRONG ACTION retaliated against Plaintiffs BJ DAVIS
19 and JULIA DAVIS for their complaints to governmental agencies pertaining to
20 Defendants' actions that intentionally caused serious injuries to Plaintiff BJ
21 DAVIS by intentionally misreporting Plaintiff JULIA DAVIS' earnings on the
22 film as approximately one/tenth of the amount she actually earned. Defendants
23 SCREEN ACTORS GUILD and SCREEN ACTORS GUILD PRODUCERS AND
24 HEALTH PLANS repeatedly failed to correct this issue, which negatively impacts
25 Plaintiff JULIA DAVIS future pension and health contributions and coverage.

26
27 11. Defendants SCREEN ACTORS GUILD and SCREEN ACTORS
28

1 GUILD PRODUCERS AND HEALTH PLANS issued Plaintiff Julia Davis'
2 residual check for her work on "The Amazing Spider-Man 2" to an unknown third
3 party, whom Defendants refused to identify. As the result, Plaintiff's residual
4 check had to be issued as a "reimbursement," again being excluded from Plaintiff
5 JULIA DAVIS' pension and health contributions and coverage.

6
7 Defendants refused to explain why Plaintiff JULIA DAVIS' residual check
8 was sent to an unidentified third party, how many times this might have happened
9 and whether any measures were put into place to prevent this happening in the
10 future. These actions by Defendants caused Plaintiffs not only current and future
11 negative economic impact, but also contributed to their severe stress and duress
12 caused by Defendants to Plaintiffs in this case.

13
14 **FIRST CAUSE OF ACTION**

15 **PERSONAL INJURY**

16 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
17 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG
18 ACTION, JAMES ARMSTRONG and JAY CARRADO)
19

20 12. Plaintiffs incorporate by reference each and every allegation contained
21 in Paragraphs 1 through 11 as though fully set forth herein. On or about June 8,
22 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ DAVIS was
23 targeted to be intentionally, selectively and maliciously blind-sided by Defendant
24 JAY CARRADO, with an attempted clothesline tackle at full, running, body speed
25 in a collision for a scene that was choreographed and designated with no physical
26 contact, impact or stunts.

27 This assault/ instance of workplace violence took place in a looting scene for
28

1 the feature film "The Amazing Spider-Man 2", an Exterior Night Scene, practical
2 grocery store location. Plaintiff BJ DAVIS had no prior knowledge of this assault
3 that was covertly planned by Defendants JAY CARRADO and JAMES
4 ARMSTRONG in advance. A hostile and dangerous workplace had been created
5 to ambush Plaintiff BJ DAVIS, who was unaware that Defendants JAY
6 CARRADO and JAMES ARMSTRONG sought to willfully, maliciously and
7 intentionally damage and injure Plaintiff.

8 Even more telling is the fact that Defendant JAY CARRADO was instructed
9 by Defendant JAMES ARMSTRONG to attack Plaintiff BJ DAVIS during the
10 filming just off-camera, which further elucidates the fact that the said attack was
11 not part of any "action" or "stunt" sequence.

12 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
13 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION are directly
14 responsible for the actions of Defendant JAMES ARMSTRONG as the Stunt
15 Coordinator acting on behalf of the above-mentioned Defendant companies on the
16 set of "The Amazing Spider-Man 2" and the intentional assault that he maliciously
17 arranged against Plaintiff BJ DAVIS.

18 The Defendants intentionally set forth events to injure Plaintiff BJ DAVIS
19 and indeed caused him severe bodily injuries, fracturing his collar bone, causing
20 rotator cuff tears, vertebrae compression, spine nerve damage, whiplash from the
21 full frontal, full speed, full contact, attempted clothesline tackle, pinched nerves
22 (neuropathy) and other potentially permanent damage. Plaintiff BJ DAVIS was
23 medically diagnosed to undergo four (4) surgeries to repair injuries caused by
24 Defendants.

25
26 **SECOND CAUSE OF ACTION**

27 **BREACH OF CONTRACT**

1 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
2 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG
3 ACTION)
4

5 13. Plaintiffs incorporate by reference each and every allegation contained
6 in Paragraphs 1 through 12 as though fully set forth herein. Plaintiffs BJ DAVIS
7 and JULIA DAVIS were contractually employed by Defendants SONY
8 PICTURES (“SONY”) and COLUMBIA PICTURES (“COLUMBIA”), as Screen
9 Actors Guild (“SAG”) signators, employing the services of SAG members only.
10 Plaintiffs BJ DAVIS and JULIA DAVIS were employed under the covenants of
11 the Screen Actors Guild, as members in good standing, to work per guild
12 guidelines and provisions.

13 Clause 2 of the contractual agreements signed by Plaintiffs BJ DAVIS and
14 JULIA DAVIS incorporate the terms of SAG Codified Basic Agreement, which
15 guarantees safe workplace environment, OSHA meetings before any stunt-related
16 activities and provides other guarantees, violated by Defendants. Defendants
17 SONY and COLUMBIA PICTURES are in breach of their contractual agreements
18 with Plaintiffs. Specifically, one of the contractual obligations violated by
19 Defendants states:

20 “Section 28: Injuries to Persons or Property During Performance; Safety

21 *B. Protection of Performers; Safety*

22 It shall be the policy of the parties to this Agreement that performers
23 employed hereunder shall, to the extent possible, not be placed in
24 circumstances hazardous or dangerous to the individual. In furtherance of
25 this policy, it is agreed:

26 (1) When Producer requires script or non-script stunts or stunt-related
27 activity of a performer, an individual qualified by training and/or experience
28

1 in the planning, setting up and/or performance of the type of stunt involved
2 shall be engaged and present on the set. No performer without such requisite
3 training and/or experience shall be required to perform a stunt or stunt-
4 related activity without an opportunity for prior consultation by the
5 performer with such individual.

6 (4) The performer's consent shall be a requisite precondition to performing
7 stunts or other hazardous activity. The performer's consent shall be limited
8 to the stunt or activity described to the performer at the time consent was
9 given.”

10
11 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
12 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION and Plaintiff
13 BJ DAVIS participated in a safety meeting per OSHA/New York, Screen Actor
14 Guild, Director Guild rules and regulations to state there would be no physical
15 action or contact in this particular scene.

16 The Defendants intentionally set forth events to humiliate, harass, assault
17 and injure Plaintiff BJ DAVIS and indeed caused him severe bodily injuries,
18 fracturing his collar bone, causing rotator cuff tears, vertebrae compression, spine
19 nerve damage, whiplash from the full frontal, full speed, full contact, attempted
20 clothesline tackle, pinched nerves (neuropathy) and other potentially permanent
21 damage. Plaintiff BJ DAVIS was medically diagnosed to undergo four (4)
22 surgeries to repair injuries caused by Defendants. Due to Defendants' refusal to
23 respond to Plaintiff's complaints and requests for medical treatment and
24 reimbursement, Plaintiff BJ DAVIS underwent a rotator cuff repair surgery at his
25 own expense.

26 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
27 PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG ACTION are in

1 breach of the contractual agreement with Plaintiff BJ DAVIS and should be held
2 accountable for intentional assault, negligent supervision, negligent failure to warn,
3 failure to provide safe work environment, breach of contract, discrimination,
4 harassment and resulting injuries and damages.

5
6 **THIRD CAUSE OF ACTION**

7 **WORKPLACE VIOLENCE**

8 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
9 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG
ACTION, JAMES ARMSTRONG and JAY CARRADO)

10
11 14. Plaintiffs incorporate by reference each and every allegation
12 contained in Paragraphs 1 through 13 as though fully set forth herein. On or about
13 June 8, 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ
14 DAVIS was targeted to be intentionally, selectively and maliciously blind-sided
15 by Defendant JAY CARRADO, with an attempted clothesline tackle at full,
16 running, body speed in a collision for a scene that was choreographed and
17 designated with no physical contact, impact or stunts.

18 This instance of workplace violence was purposely, covertly and maliciously
19 arranged against Plaintiff BJ DAVIS, who had no prior knowledge of this assault
20 by Defendants JAY CARRADO and JAMES ARMSTRONG. A hostile and
21 dangerous workplace had been created to ambush Plaintiff BJ DAVIS, who was
22 unaware that Defendants JAY CARRADO and JAMES ARMSTRONG sought to
23 willfully, maliciously and intentionally damage and injure Plaintiff. Employers,
24 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA PICTURES,
25 AVI ARAD PRODUCTIONS and ARMSTRONG ACTION are liable for the
26 incident of workplace violence, which not only could have been prevented, but was
27 maliciously arranged by the above-mentioned Defendants, in direct violation of

1 their obligations to provide a safe workplace for their employees.

2
3 **FOURTH CAUSE OF ACTION**

4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
6 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
7 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
8 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,
9 IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

10 15. Plaintiffs incorporate by reference each and every allegation
11 contained in Paragraphs 1 through 14 as though fully set forth herein.

12 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
13 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,
14 ARMSTRONG ACTION JAMES ARMSTRONG and JAY CARRADO
15 intentionally inflicted emotional distress upon Plaintiffs, because of discrimination,
16 harassment and debilitating injuries inflicted upon Plaintiff BJ DAVIS on the set of
17 the feature film "The Amazing Spider-Man 2", as well as Defendants' refusal to
18 provide medical treatment and/or reimbursement to Plaintiff BJ DAVIS for the
19 medical treatment (including surgery) of severe, debilitating injuries, incurred
20 during the filming of the feature film "The Amazing Spider-Man 2".

21 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
22 PRODUCERS PENSION AND HEALTH PLANS intentionally inflicted
23 emotional distress upon Plaintiffs, by failing to take any action to protect their
24 rights as Screen Actors Guild performers. Furthermore, Defendants SCREEN
25 ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND
26 HEALTH PLANS aided and abetted Defendants SONY and COLUMBIA
27 PICTURES by incorrectly reporting Plaintiffs' earnings, issuing their residuals to

1 third parties and failing to correct glaring errors in reporting of Plaintiffs' earnings
2 in spite of numerous written requests.

3 Defendant IMDBCOM, INC intentionally inflicted emotional distress
4 upon Plaintiffs by repeatedly allowing Defendants SONY and COLUMBIA
5 PICTURES to unjustly delete Plaintiffs' film credits from the Internet Movie
6 Database online listings, in spite of Plaintiffs' numerous communications, offering
7 undeniable proof of their contractual work on the feature film "The Amazing
8 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to
9 remove, Plaintiffs' earned film credits from database listings, causing their film
10 rankings to plummet and therefore negatively impacting Plaintiffs' good standing
11 as seasoned film professionals.

12 **FIFTH CAUSE OF ACTION**

13 **INTERFERENCE WITH RIGHT TO WORK**

14 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
15 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
16 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
17 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,
18 IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

19 16. Plaintiffs incorporate by reference each and every allegation
20 contained in Paragraphs 1 through 15 as though fully set forth herein. Defendants
21 SONY PICTURES ENTERTAINMENT, COLUMBIA PICTURES,
22 ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG
23 ACTION JAMES ARMSTRONG and JAY CARRADO knowingly, willfully and
24 maliciously interfered with Plaintiffs' right to work, equal opportunity and a safe
25 workplace, free of harassment and violence. Plaintiffs were discriminated against
26 by the above-mentioned Defendants during their contracted work on the feature
27 film "The Amazing Spider-Man 2."

1 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
2 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,
3 ARMSTRONG ACTION JAMES ARMSTRONG and JAY CARRADO are
4 responsible for debilitating injuries inflicted upon Plaintiff BJ DAVIS on the set of
5 the feature film "The Amazing Spider-Man 2", as well as their refusal to provide
6 medical treatment and/or reimbursement to Plaintiff BJ DAVIS for the medical
7 treatment (including surgery) of severe, debilitating injuries, incurred during the
8 filming of the feature film "The Amazing Spider-Man 2". These injuries, many of
9 which remain untreated and urgently need remaining surgeries, which Defendants
10 refused to pay for or reimburse, will negatively impact Plaintiff BJ DAVIS' right
11 to work, having caused potentially permanent disabilities.

12 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
13 PRODUCERS PENSION AND HEALTH PLANS interfered with Plaintiffs' right
14 to work and equal opportunity by failing to take any action to protect their rights as
15 Screen Actors Guild performers. Furthermore, Defendants SCREEN ACTORS
16 GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH
17 PLANS aided and abetted Defendants SONY and COLUMBIA PICTURES by
18 incorrectly reporting Plaintiffs' earnings, issuing their residuals to third parties and
19 failing to correct glaring errors in reporting of Plaintiffs' earnings in spite of
20 numerous written requests.

21 Defendant IMDBCOM, INC interfered with Plaintiffs' right to work
22 and equal opportunity by repeatedly allowing Defendants SONY and COLUMBIA
23 PICTURES to unjustly delete Plaintiffs' film credits from the Internet Movie
24 Database online listings, in spite of Plaintiffs' numerous communications, offering
25 undeniable proof of their contractual work on the feature film "The Amazing
26 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to
27 remove, Plaintiffs' earned film credits from database listings, causing their film

1 rankings to plummet and therefore negatively impacting Plaintiffs' good standing
2 as seasoned film professionals. These activities caused severe detrimental effect on
3 Plaintiffs' right to work and equal opportunity, by diminishing their standing as
4 successful film professionals.

5 Defendants went to great lengths and inordinately, excessive amount of
6 effort to negatively impact the income earnings of Plaintiff JULIA DAVIS, to deny
7 her gross income on "The Amazing Spider Man 2", neglecting their fiduciary
8 duties to make appropriate health and welfare contributions to the Screen Actor
9 Guild Health and Welfare Plan for Plaintiff JULIA DAVIS. This did impact her
10 retirement, earned income for medical care qualifications and minimized current
11 and future residual income earnings in perpetuity as a working member of the
12 Screen Actors Guild.

13
14 **SIXTH CAUSE OF ACTION**
15 **DISCRIMINATION**

16 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
17 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
18 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
19 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,
20 IMDBCOM, INC.)

21 17. Plaintiffs incorporate by reference each and every allegation
22 contained in Paragraphs 1 through 16 as though fully set forth herein.

23 Discrimination against Plaintiffs by Defendants SONY PICTURES
24 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT
25 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION
26 commenced when they were hired "as locals", based on the claim of Defendant
27 JAMES ARMSTRONG that production companies (Defendants SONY,
28 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG
ACTION) were allegedly hiring only New York-based stuntmen/women.

1 This meant that in spite of meeting and exceeding qualifications for the
2 job, in order to get hired Plaintiffs had to purchase plane tickets and pay for their
3 own accommodations. Upon arriving to the set, Plaintiffs discovered that such
4 conditions were not imposed upon other stunt performers. In fact, stunt personnel
5 of lesser qualifications were brought in from Los Angeles, CA and other regional
6 areas of the United States, England and Mexico at the expense of production
7 companies, including Defendants SONY and COLUMBIA PICTURES.

8 While working on the feature film "The Amazing Spider-Man 2,"
9 Plaintiff BJ DAVIS was subjected to age discrimination and retaliation for his
10 prior political activities as the former Secretary for Charlton Heston and as a SAG
11 Safety Representative. Plaintiff BJ DAVIS previously stopped the classification of
12 stunt performers, which would have undermined the right to work for average
13 stunt people, women and minorities while creating a monopoly by SAG Board
14 members of the Screen Actors Guild. Plaintiff BJ DAVIS also forced the Screen
15 Actors Guild to represent Stunt Coordinators contractually. He rallied and united
16 the stunt community, forming the National League of SAG Stunt Performers to
17 legally sue the Screen Actors Guild and thereby achieving the desired outcome.

18
19 These activities prejudiced Defendants against Plaintiff BJ DAVIS and
20 Plaintiff JULIA DAVIS as his spouse. Plaintiffs were purposely ostracized on the
21 set of "The Amazing Spider-Man 2," were repeatedly given broken radios or radios
22 with dead batteries, were assigned to drive defective stunt vehicles with non-
23 functioning air conditioning and were not selected to perform major stunts, which
24 were assigned by Defendant JAMES ARMSTRONG to his friends and significant
25 others, which amount to indirect sex discrimination. Plaintiffs were unduly
26 subjected to harassment and discrimination.

1 Discrimination against Plaintiffs in a hostile workplace escalated to the point
2 of workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by
3 Defendant JAY CARRADO, based upon directives of Defendant JAMES
4 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD
5 PRODUCTIONS, ARMSTRONG ACTION and other production companies and
6 entities involved in the filming of "The Amazing Spider-Man 2". This assault
7 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries
8 and causing bodily harm that, according to the treating physicians, may lead to his
9 permanent disability. Plaintiff BJ DAVIS is now temporarily totally disabled, due
10 to the severity of the injuries inflicted upon him on the set of the feature film "The
11 Amazing Spider-Man 2."

12
13 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
14 PRODUCERS PENSION AND HEALTH PLANS discriminated against
15 Plaintiffs' for Plaintiff BJ DAVIS' prior political and legal activities against SAG,
16 wherein he was able to successfully protect stunt people, women and minorities
17 from unfair classification. In retaliation for Plaintiff's protected activities,
18 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
19 PRODUCERS PENSION AND HEALTH PLANS discriminated against Plaintiffs
20 failing to take any action to protect their rights as Screen Actors Guild performers.

21
22 Furthermore, Defendants SCREEN ACTORS GUILD, SCREEN ACTORS
23 GUILD PRODUCERS PENSION AND HEALTH PLANS aided and abetted
24 Defendants SONY and COLUMBIA PICTURES by incorrectly reporting
25 Plaintiffs' earnings, issuing their residuals to third parties and failing to correct
26 glaring errors in reporting of Plaintiffs' earnings in spite of numerous written
27 requests.

1 Defendant IMDBCOM, INC discriminated against Plaintiffs' and
2 engaged in censorship by repeatedly allowing Defendants SONY and COLUMBIA
3 PICTURES, their agents and representatives and possibly yet to be identified third
4 parties to unjustly delete Plaintiffs' film credits from the Internet Movie Database
5 online listings, in spite of Plaintiffs' numerous communications, offering
6 undeniable proof of their contractual work on the feature film "The Amazing
7 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to
8 remove, Plaintiffs' earned film credits from database listings, causing their film
9 rankings to plummet and therefore negatively impacting Plaintiffs' good standing
10 as seasoned film professionals. These discriminatory activities caused severe
11 detrimental effect on Plaintiffs' right to work and equal opportunity, by unduly
12 diminishing their standing as successful film professionals.

13
14 **SEVENTH CAUSE OF ACTION**

15 **RETALIATION FOR PROTECTED ACTIVITY**

16 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
17 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
18 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
19 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS)

20 18. Plaintiffs incorporate by reference each and every allegation
21 contained in Paragraphs 1 through 17 as though fully set forth herein. While
22 working on the feature film "The Amazing Spider-Man 2," Plaintiff BJ DAVIS
23 was subjected to retaliation for his prior political activities as the former Secretary
24 for Charlton Heston and as a SAG Safety Representative. Plaintiff BJ DAVIS
25 previously stopped the classification of stunt performers, women and minorities
26 which would have undermined the right to work for average stunt people, while
27 creating a monopoly by SAG Board members of the Screen Actors Guild.
28 Plaintiff BJ DAVIS also forced the Screen Actors Guild to represent Stunt

1 Coordinators contractually. He rallied and united the stunt community, forming
2 the National League of SAG Stunt Performers to legally sue the Screen Actors
3 Guild and thereby achieving the desired outcome. Plaintiffs' lawful activities as a
4 proactive member of the Screen Actors Guild are protected by law against
5 retaliation by unions and employers.

6 Protected activities by Plaintiffs caused Defendants to retaliate against them –
7 first, by refusing to hire them, unless they agreed to work “as locals.” Retaliatory
8 activities continued when Plaintiffs were purposely ostracized on the set of “The
9 Amazing Spider-Man 2,” were repeatedly given broken radios or radios with dead
10 batteries, were assigned to drive defective stunt vehicles with non-functioning air
11 conditioning and were not selected to perform major stunts, which were assigned
12 by Defendant JAMES ARMSTRONG to his friends and significant others.
13 Plaintiffs were unduly subjected to harassment and discrimination.

14
15 Retaliation against Plaintiffs in a hostile workplace escalated to the point of
16 workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by
17 Defendant JAY CARRADO, based upon directives of Defendant JAMES
18 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD
19 PRODUCTIONS, ARMSTRONG ACTION and other production companies and
20 entities involved in the filming of “The Amazing Spider-Man 2”. This assault
21 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries
22 and causing bodily harm that, according to the treating physicians, may lead to his
23 permanent disability.

24
25 Defendants SONY, COLUMBIA, AVI ARAD PRODUCTIONS,
26 ARMSTRONG ACTION also retaliated against Plaintiffs' for reporting the
27 assaults, workplace violence, discrimination and harassment on the set of “The
28

1 Amazing Spider-Man 2” to several governmental and non-governmental agencies.
2 In retaliation for Plaintiffs’ protected activities, Defendants refused to compensate
3 Plaintiff for the medical expenses he incurred and will continue to incur due to the
4 injuries caused by Plaintiffs SONY, COLUMBIA PICTURES, AVI ARAD
5 PRODUCTIONS, ARMSTRONG ACTION and their representatives.

6
7 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
8 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,
9 ARMSTRONG ACTION also retaliated against Plaintiffs BJ DAVIS and JULIA
10 DAVIS for their complaints to governmental agencies by excluding Defendants
11 from credit listings on the feature film “The Amazing Spider-Man 2”, by
12 submitting incorrect earnings, health and welfare contributions to Defendants
13 SCREEN ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS
14 PENSION AND HEALTH PLANS. In retaliation for Plaintiffs’ prior protected
15 activities, Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
16 PRODUCERS PENSION AND HEALTH PLANS failed to correct this
17 information in their databases, issued residuals to unknown third parties instead of
18 Plaintiff JULIA DAVIS (while refusing to identify the party or parties who
19 improperly received and unlawfully cashed Plaintiff’s checks).

20
21 In retaliation for Plaintiffs’ prior protected activities, Defendants SCREEN
22 ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND
23 HEALTH PLANS failed to provide proper representation and protection to
24 Plaintiffs, as members in good standing with the Screen Actors Guild.

25
26 **EIGHTH CAUSE OF ACTION**
27 **HARASSMENT**

1 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
2 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
3 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
4 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,
5 IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

6 19. Plaintiffs incorporate by reference each and every allegation
7 contained in Paragraphs 1 through 18 as though fully set forth herein. While
8 working on the feature film "The Amazing Spider-Man 2," Plaintiff BJ DAVIS
9 was subjected to harassment, in retaliation for his protected activities.

10 These activities prejudiced Defendants against Plaintiff BJ DAVIS and
11 Plaintiff JULIA DAVIS as his spouse, subjecting them to harassment by
12 Defendants. Plaintiffs were purposely ostracized on the set of "The Amazing
13 Spider-Man 2," were repeatedly given broken radios or radios with dead batteries,
14 were assigned to drive defective stunt vehicles with non-functioning air
15 conditioning and were not selected to perform major stunts, which were assigned
16 by Defendant JAMES ARMSTRONG to his friends and significant others.
17 Plaintiffs were unduly subjected to harassment and discrimination.

18 Harassment against Plaintiffs in a hostile workplace escalated to the point of
19 workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by
20 Defendant JAY CARRADO, based upon directives of Defendant JAMES
21 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD
22 PRODUCTIONS, ARMSTRONG ACTION and other production companies and
23 entities involved in the filming of "The Amazing Spider-Man 2". This assault
24 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries
25 and causing bodily harm that, according to the treating physicians, may lead to his
26 permanent disability. Plaintiff BJ DAVIS is now temporarily totally disabled, due
27

1 to the severity of the injuries inflicted upon him on the set of the feature film "The
2 Amazing Spider-Man 2."

3
4 Plaintiffs were subsequently harassed by Defendants SCREEN ACTORS
5 GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH
6 PLANS, who failed to correct deliberately erroneous pension and health
7 contributions reported with respect to Plaintiffs by Defendants SONY PICTURES
8 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT
9 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION.

10
11 Plaintiffs were also harassed by Defendant IMDBCOM, INC, who repeatedly
12 removed Plaintiffs' earned film credits from the Internet Movie Database, ignored
13 Plaintiffs requests for correction and deliberately, artificially lowered Plaintiffs'
14 database rankings, undermining their standing as reputable, seasoned film
15 professionals.

16
17 **NINTH CAUSE OF ACTION**
18 **DENIAL OF MEDICAL TREATMENT**

19 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,
20 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD
21 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,
22 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH
23 PLANS)

24 20. Plaintiffs incorporate by reference each and every allegation contained
25 in Paragraphs 1 through 19 as though fully set forth herein. On or about June 8,
26 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ DAVIS was
27 targeted to be intentionally, selectively and maliciously blind-sided by Defendant

1 JAY CARRADO, with an attempted clothesline tackle at full, running, body speed
2 in a collision for a scene that was choreographed and designated with no physical
3 contact, impact or stunts.

4 This assault/ instance of workplace violence took place in a looting scene for
5 the feature film "The Amazing Spider-Man 2", an Exterior Night Scene, practical
6 grocery store location. Plaintiff BJ DAVIS had no prior knowledge of this assault
7 that was covertly planned by Defendants JAY CARRADO and JAMES
8 ARMSTRONG in advance. A hostile and dangerous workplace had been created
9 to ambush Plaintiff BJ DAVIS, who was unaware that Defendants JAY
10 CARRADO and JAMES ARMSTRONG sought to willfully, maliciously and
11 intentionally damage and injure Plaintiff.

12 Even more telling is the fact that Defendant JAY CARRADO was instructed
13 by Defendant JAMES ARMSTRONG to attack Plaintiff BJ DAVIS during the
14 filming just off-camera, which further elucidates the fact that the said attack was
15 not part of any "action" or "stunt" sequence.

16 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
17 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION failed to
18 provide a safe working environment for Plaintiffs. After Plaintiff BJ DAVIS was
19 severely injured (including but not limited to collar bone fracture, rotator cuff
20 tears, vertebrae compression and pinched nerves), SONY PICTURES
21 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT
22 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION failed to
23 provide him with any medical aid or assistance for the injuries incurred during the
24 filming of "The Amazing Spider-Man 2", heralded as being the most expensive
25 feature film ever made with a budget of \$250,000,000.00 dollars. .

26 Plaintiff sought medical treatment (including rotator cuff surgery which was
27 already performed and additional outstanding surgeries), providing doctors' reports

1 and requests to reimbursement to Defendants SONY PICTURES
2 ENTERTAINMENT and COLUMBIA PICTURES. Defendants failed to provide
3 any medical treatment to Plaintiff BJ DAVIS and refused to reimburse him for the
4 medical expenses Plaintiff incurred in the process of seeking and undergoing
5 medical treatment (including but not limited to rotator cuff surgery). Defendants
6 SONY PICTURES ENTERTAINMENT and COLUMBIA PICTURES are directly
7 responsible for the actions of Defendant JAMES ARMSTRONG as the Stunt
8 Coordinator acting on behalf of the above-mentioned Defendant companies on the
9 set of "The Amazing Spider-Man 2" and the intentional assault that he maliciously
10 arranged against Plaintiff BJ DAVIS, which caused severe, debilitating injuries.

11 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD
12 PRODUCERS PENSION AND HEALTH PLANS have thwarted and denied
13 Plaintiffs attempts to receive adequate medical care and financial support, denying
14 insurance payment for the rotator cuff surgery Plaintiff BJ DAVIS underwent,
15 when he was unable to obtain surgeries and other urgently-needed medical
16 treatment from Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA
17 PICTURES and ENTERTAINMENT PARTNERS. As the result, Plaintiff BJ
18 DAVIS' credit rating and financial standing has been undermined, as he was
19 charged in excess of \$45,776.45 by the medical care providers for the rotator cuff
20 surgery, in addition to other mounting medical expenditures that none of the
21 Defendants are covering, in spite of their legal, ethical and contractual obligations
22 to do so.

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WHEREFORE, Plaintiffs demand judgment as follows:

As to the First through Ninth Causes of Action;

1. General damages in excess of \$20,000,000.00; and

2. Special damages for loss of earnings, medical expense, lifetime medical care.

3. Punitive and exemplary damages.

4. Reasonable court filing fees and attorney fees.

5. For pain and suffering, emotional stress and duress;

6. For costs of suit;

6. For interest; and


7. For such additional and further relief that the court may deem just and proper.


DEMAND FOR JURY TRIAL

Plaintiffs JULIA DAVIS and BJ DAVIS hereby request a jury trial.

1 Date: June 8, 2015

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3 Respectfully submitted,

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5 _____
6 Julia Davis, Plaintiff in Pro Se

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9 _____
10 BJ Davis, Plaintiff in Pro Se

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