

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES
(I.A.T.S.E.), LOCAL 600, INTERNATIONAL
CINEMATOGRAPHERS GUILD, LOCAL
700, MOTION PICTURE EDITORS GUILD,
LOCAL 161, SCRIPT SUPERVISORS,
PRODUCTION COORDINATORS, AND
ACCOUNTANTS, LOCAL 798, MAKE-UP
ARTISTS AND HAIR STYLISTS, LOCAL
764, THEATRICAL WARDROBE UNION,
LOCAL 52, MOTION PICTURE STUDIO
MECHANICS, UNITED SCENIC ARTISTS,
LOCAL USA 829,

PLAINTIFFS,

-against-

THAT'S AMORE MOVIE, LLC,

DEFENDANT.

Case No.

COMPLAINT

Plaintiffs, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES (I.A.T.S.E.), LOCAL 600, INTERNATIONAL CINEMATOGRAPHERS
GUILD, LOCAL 700, MOTION PICTURE EDITORS GUILD, LOCAL 161, SCRIPT
SUPERVISORS, PRODUCTION COORDINATORS, AND ACCOUNTANTS, LOCAL 798,
MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 764, THEATRICAL WARDROBE
UNION, LOCAL 52, MOTION PICTURE STUDIO MECHANICS, UNITED SCENIC
ARTISTS, LOCAL USA 829 (“Plaintiffs” or “Union Claimants”) by its counsel, Spivak Lipton
LLP, respectfully alleges as follows:

1. This is an action to confirm and enforce a labor arbitration award pursuant to Section
301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. §§ 185 et seq.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 and 29 U.S.C. § 185.

3. Venue is proper within this judicial district pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391.

PARTIES

4. Plaintiffs are seven labor unions affiliated with the International Alliance of Theatrical Stage Employees Union (“I.A.T.S.E.”), as well as the I.A.T.S.E. itself, whose members performed services in connection with the production of the film, *That’s Amore*, that commenced production on or about September 19, 2022, with a projected budget of thirty-four million dollars (\$34,000,000.00).

- a. The IATSE is a labor union representing behind the scenes entertainment workers, including those involved in the production of motion pictures, with a business office located at 207 W 25th Street, Floor 4, New York, New York 10001.
- b. Local 600, International Cinematographers Guild is a labor union representing camera professionals and publicists with a business office located at 70 W 36th Street, Floor 9, New York, New York 10018.
- c. Local 700, Motion Picture Editors Guild is a labor union representing freelance and staff post-production professionals with a business office located at 145 Hudson Street, Suite 201, New York, New York 10013.
- d. Local 161, Script Supervisors, Production Coordinators, and Accountants is a labor union representing script supervisors, production coordinators, assistant

production coordinators, travel coordinators, production accountants, assistant production accountants and payroll accountants with a business office located at 630 9th Avenue, Suite 1103, New York, New York 10036.

- e. Local 798, Make-Up Artists and Hair Stylists is a labor union representing make-up artists and hairstylists in the entertainment industry with a business office located at 70 W 36th Street, Suite 4A, New York, New York 10018.
- f. Local 764, Theatrical Wardrobe Union is a labor union representing wardrobe workers in film, television, and live performance with a business office located at 545 W 45th Street, Floor 2, New York, New York 10036.
- g. Local 52, Motion Picture Studio Mechanics, is a labor union representing property, grip, electric, shop craft, sound, video, and allied/medic workers in the entertainment industry with a business office located at 19-02 Steinway Street, Astoria, New York 11105.
- h. United Scenic Artists, Local USA 829 is a labor union representing designers, artists, craftspeople, and department coordinators with a business office located at 29 W 38th Street, Floor 15, New York, New York 10018.

5. Defendant, That's Amore Movie, LLC ("That's Amore"), is a film production company with its principal officers and producers Nick Vallelonga ("*Green Book*" Director and Screenwriter) and Brenda Emmett. Upon information and belief, Defendant That's Amore Movie, LLC is a domestic limited partnership organized and existing under the laws of the State of New Jersey, with offices located at 201 West Passaic Street, Suite 301, Rochelle Park, New Jersey 07662 and 64 East Midland Avenue, Suite 7, Paramus, New Jersey 07652, and with a service of process address of P.O. Box 53, Arrington, Tennessee 37014. At all times relevant

hereto, That's Amore was engaged in the business of producing a motion picture, and was and is an employer within the meaning of the LMRA, 29 U.S.C. § 152(2).

FACTS UNDERLYING THE COMPLAINT

6. Defendant entered into several collective bargaining agreements (“CBAs”) with the Plaintiffs in October 2022, setting forth the wages, benefits and other terms and conditions applicable to the covered work under the CBAs.

7. Individuals represented by the Plaintiffs were hired by Defendant, That's Amore Movie, LLC pursuant to the negotiated CBAs to perform work on the film, *That's Amore*, in over a dozen different job classifications including but not limited to: cinematographer, camera operator, camera assistant, editor, costume designer, wardrobe supervisor, hair and make-up stylists, production designer, art director, scenic artist, electrician, grip, construction, script supervisor, production coordinator, and accountant (“Union Workers”).

8. In addition, Defendant cast several A-list celebrities to perform in the film including but not limited to John Travolta, Katherine Heigl, Christopher Walken, Talia Shire and Drea de Matteo.

9. The Union Workers performed services covered by the CBAs from the time period September 19, 2022 through November 11, 2022.

10. Defendant failed to timely pay wages and benefits to the Union Workers for work performed in October and November 2022, failed to make the required pension and health contributions to the various benefit funds, and failed to act in accordance with other terms and conditions set forth in the CBAs.

11. As a result of the Defendant's failure to timely pay the agreed upon wages and benefits and adhere to the CBAs, the Plaintiffs filed grievances seeking to recover the amounts due

and ultimately, filed for arbitration pursuant to the grievance-arbitration provisions set forth in the CBAs.

12. By written agreement, Plaintiffs and Defendant agreed to consolidate all grievances filed by the various Unions and proceed to arbitration before a single arbitrator pursuant to the Labor Rules of the American Arbitration Association. A copy of the fully executed Agreement to Consolidate Grievance-Arbitration Proceedings is attached hereto as Exhibit A.

13. The arbitration process was administered by the New York office of the American Arbitration Association and assigned case number, AAA Case No. 01-23-0000-9280. An arbitration hearing was scheduled before Arbitrator Abigail Levy on July 11 and 12, 2023. Plaintiffs and Defendant (“Parties”) appeared, were represented by counsel, and engaged in in-depth, arms-length settlement negotiations, with the assistance of Arbitrator Levy, during the scheduled hearing dates and for several days thereafter to reach a mutually satisfactory settlement.

14. The Parties ultimately reached a settlement, that was memorialized in writing and titled, Mutual General Release and Settlement Agreement (“Settlement Agreement”). The Settlement Agreement was fully executed on August 18, 2023.¹

15. The Settlement Agreement was also confirmed by the Arbitrator and a true and correct copy of the Arbitrator’s Confirmation of Settlement Agreement is attached hereto as Exhibit B. The Award has not been vacated or modified by order of any court of competent jurisdiction and is still in full force and effect.

¹ In accordance with the terms of the Settlement Agreement, upon assignment of a Judge to this matter, Plaintiffs will seek leave to file a copy of the Settlement Agreement under seal consistent with the assigned Judge’s Individual Practices and the court’s Electronic Case Filing Rules and Instructions.

16. The Settlement Agreement details the obligations of each of the Parties with respect to the implementation of the Settlement Agreement terms including obligations for payments and dismissal of the Action.

17. In accordance with the Settlement Agreement, full and final payment of the Total Settlement Amount was to be made by no later than October 17, 2023, subject to the written notice and cure provisions detailed in the Settlement Agreement.

18. As per the terms of the Settlement Agreement, and in accordance with the CBAs, That's Amore was required to pay, *inter alia*, the full gross wages owed for work performed for weeks ending October 29, 2022, November 5, 2022 and November 12, 2022, late penalties, and all benefit contributions due for all work performed on *That's Amore* including but not limited to contributions to the applicable pension, health and annuity funds (such as the Motion Picture Industry Health and Pension Fund and the IATSE National Benefits Fund), as well as training trust funds.

19. Defendant failed to carry out its obligations under the Settlement Agreement by failing to submit the necessary paperwork in a timely fashion and by failing to make all the agreed upon payments within sixty (60) days of execution of the Settlement Agreement (i.e., by October 17, 2023,) except for certain payments pursuant to Sections 2(a) and (b) of the Settlement Agreement.

20. The Plaintiffs followed the terms of the Settlement Agreement regarding the notice procedure for a default and issued a Notice of Default on October 6, 2023, and October 18, 2023.

21. To date, That's Amore has not paid the gross wages, incidental expenses and benefit payments owed for work performed by seventy-seven (77) Union Workers for weeks ending October 29, 2022, November 5, 2022 and November 12, 2022.

22. The Producers continue to promote the film including but not limited to engaging in expensive marketing strategies and incurring costly expenses such as the recording of a soundtrack with full orchestra despite the non-payment of contractually owed wages and benefits.²

23. As per the terms of the Settlement Agreement, That's Amore LLC consented to the enforcement of the Settlement Agreement by and under the laws of the State of New York and under the jurisdiction of the New York courts.

24. No prior application for the relief requested herein has been made to this or any other court or judge.

CLAIM 1 – CONFIRMATION OF ARBITRATION AWARD

25. Plaintiffs repeat and re-allege Paragraphs 1-24 above as if set forth fully herein.

26. Plaintiffs request an order confirming the Award under well-settled federal labor law arising under the LMRA. The Award is final and binding, was issued pursuant to an agreement among the parties, and draws its essence from the parties' CBAs.

²*John Travolta and Katherine Heigl's Musical Rom-Com 'That's Amore!' From 'Green Book' Writer Has Recorded Seven Songs,* Variety, Nov. 1, 2023, <https://variety.com/2023/film/spotlight/john-travolta-katherine-heigl-1235775313/>; See also <https://parade.com/movies/thats-amore-john-travolta-musical>; <https://people.com/john-travolta-and-katherine-heigl-have-so-much-chemistry-in-upcoming-musical-rom-com-says-director-8385879>; and Deadline, 11/1/23, <https://deadline.com/2023/11/nick-vallelonga-signs-independent-artist-group-1235589987/> (“Vallelonga is fresh off success with international sales at AFM for his new film *That's Amore*, a rom-com that he wrote and will direct.”)

27. Plaintiffs are entitled to confirmation and enforcement of the Award and entry of judgment pursuant to LMRA Section 301, 29 U.S.C. § 185.

WHEREFORE, Plaintiffs respectfully request that this Court confirm the Award in its entirety and order compliance therewith, directing judgment be entered thereon for the total sums awarded therein plus additional sums due and owing under the Settlement Agreement including but not limited to attorneys fees and costs, and any such other and further relief the Court deems just and proper.

Dated: New York, New York
December 8, 2023

Respectfully Submitted:

By: /s/ Hope Pordy
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