

DANIEL PROVENZANO
32 Hillcrest Drive
Upper Saddle River, NJ 07458
(347) 360-9350
Plaintiff Pro Se

DANIEL PROVENZANO and GENCO
OLIVE OIL COMPANY, INC.,

Plaintiffs

v.

VINCENT PASTORE and ABRAMS
ARTISTS AGENCY,

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

CIVIL ACTION

DOCKET NO. BER-L-3949-15

COMPLAINT AND JURY DEMAND
[Breach of contract]

Plaintiff, of 32 Hillcrest Drive, Upper Saddle River, NJ 07458 [Bergen County], by way of complaint against defendants, say:

FIRST COUNT

1. Plaintiff, DANIEL PROVENZANO [hereinafter, "Provenzano"], is a movie director, producer, actor and writer and has been in those occupations for the past 25 years or so.
2. He has done various films (short and long), animated projects, music videos and speculative TV commercials.
3. VINCENT PASTORE [hereinafter, "Pastore"] is a veteran actor who has appeared and worked in motion pictures, various TV shows and live productions on Broadway (NYC) and has been in that occupation for more than 40 years.

4. GENCO OLIVE OIL COMPANY, INC. [hereinafter, "Genco"] is a New Jersey corporation formed in 2009 that has been engaged in the business of producing movies, TV shows, speculative commercials and various other projects in entertainment and related genres.

5. Provenzano is the founder and President of Genco.

6. ABRAMS ARTISTS AGENCY [hereinafter, "Abrams"] is a New York corporation that, for more than 50 years, has been engaging in the business of representing actors, singers, media personalities, and other entertainment-related people in their pursuits for employment in their respective fields.

7. Abrams has represented Pastore for many years, including 2013 and 2014.

8. Among Provenzano's credits is a full-length movie called, "This Thing of Ours" from 2003 for which he was the producer, director, writer and lead actor.

9. "This Thing of Ours," also featured actors, James Caan, Frank Vincent and Pastore, defendant herein, among many others.

10. Provenzano and Pastore thereby had a long-standing professional relationship from 2002 through 2013.

11. During the period from October through December 2013, the parties to this lawsuit negotiated a contract whereby Pastore was to appear in a film project and several speculative commercials produced by Provenzano and Genco.

12. Pastore contractually agreed to appear in those projects, which were to have an initial three-day filming scheduled for Sunday, December 15, 2013 through Tuesday, December 17, 2013 in New Jersey.

13. Pastore's agents at Abrams confirmed those bookings orally and in writing prior to December 15, 2013.

14. All parties knew and agreed at the time that Pastore was the recognized name and face that was essential to the success of the projects that were to be initially filmed in December 2013.

15. Provenzano and Genco lined up an array of movie making personnel for the scheduled December 15, 2013 shoot, including producers, directors, other actors, video technicians, lighting and sound technicians, set designers, costume designers, hair and makeup artists, food and catering services, and others.

16. Provenzano and Genco incurred approximately \$85,000 in direct expenses in doing so for hiring all the personnel, renting all the equipment, and paying for site locations, permits and other items.

17. Provenzano and Genco also had higher stakes involved in that they were attempting to engage and interest potential investors in their entertainment projects and in their speculative commercials, which required a recognized name and face, such as Pastore's, as well as actual delivery of the initial films promised.

18. Provenzano's and Genco's reputations were at stake to show that they could deliver what was promised to potential investors.

19. There were also potentially hundreds of thousands----or even millions----of dollars in future profits that rode on the success of completion of the projects that were to be filmed on December 15, 16 and 17, 2013, for which Pastore was the main celebrity.

20. The three-day shoot was confirmed multiple times among the parties to this lawsuit and the terms were agreed to by those parties.

21. The day of the shoot on December 15, 2013, everyone scheduled to appear showed up----except for Pastore.

22. When it was slightly past the time for his expected appearance, Provenzano telephoned Pastore and asked him why he was not yet on set.

23. Pastore simply said he was not coming, citing no real reason.

24. He just cut the phone call short and hung up on Provenzano.

25. Provenzano called him back multiple times, but Pastore never picked up his calls. He never did show up for any of the three shoot days and never offered any explanation as to why not.

26. Pastore and his agency, Abrams, thereby breached the contract to appear at the three day shoot which occurred on December 15 to 17, 2013.

27. As a result, the goals of the projects were frustrated and the projects were essentially wasted endeavors that caused plaintiffs not only actual out-of-pocket expenses of about \$85,000, but loss of potential investors and diminution of reputations.

28. Pastore and Abrams knew in advance that there would be serious economic repercussions of not showing up, but Pastore simply failed to show up anyway.

29. For those reasons, Pastore and Abrams should be liable for all the actual, potential and consequential damages caused by that breach of contract.

WHEREFORE, plaintiff demands judgment against defendants for damages, together with costs of suit, attorney's fees (to the extent allowed under applicable statutes and rules) and lawful interest.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:5-1(c) and R. 4:25-4, Thomas L. Ferro, Esq. is hereby designated as trial counsel in this matter.

CERTIFICATION OF ENTIRE CONTROVERSY

I hereby certify, pursuant to R. 4:5-1(b)(2), that this matter is not the subject of any other court or arbitration action to the best of my knowledge and no other such court or arbitration actions are contemplated. There are no other parties who should be joined in this action.

April 24, 2015

Daniel Provenzano

DANIEL PROVENZANO
Plaintiff Pro Se