

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

CHARLES JONES as)
Personal Representative of the)
Estate of AIYANA STANLEY-JONES,)
Deceased, MERTILLA JONES,)
and DOMINIKA STANLEY,)

Plaintiffs,)

-vs-)

A&E Television Network,)
The First 48 Television Show, and)
Kirkstall Road Enterprises, Inc.)

Defendants.)

Civil Action No. _____

Hon. _____

COMPLAINT AND JURY REQUEST

Plaintiffs, by and through their attorneys, Fieger, Fieger, Kenney, Johnson & Giroux, P.C., and for their Complaint against the above-named Defendants, state as follows:

INTRODUCTION

1. This is an action for money damages brought pursuant to 42 USC §1983 and 1988, and the 4th and 14th Amendments to the United States Constitution, and under

the statutes and common law of the State of Michigan against Kirkstall Road Enterprises, Inc., A & E Television Network, and “The First 48” television show.

2. This lawsuit arises out of events occurring within the City of Detroit, County of Wayne, State of Michigan.

3. Jurisdiction is based upon 28 USC §§ 1331, 1332, 1343, and 1367. The amount in controversy in this case is well in excess of \$75,000.00.

PARTIES

4. Plaintiff, Charles Jones, is the father of and the duly appointed personal representative of the estate of Aiyana Stanley-Jones, and is a resident of the City of Detroit, County of Wayne, State of Michigan. He files this lawsuit in both his individual capacity and his representative capacity on behalf of the Estate of Aiyana Stanley-Jones.

5. Dominika Stanley is the mother of seven-year-old Aiyana Stanley-Jones, deceased, and is a resident of the City of Detroit, County of Wayne, State of Michigan.

6. Mertilla Jones is the grandmother of Aiyana Stanley-Jones, and is a resident of the City of Detroit, County of Wayne, State of Michigan.

7. Defendant Kirkstall Road Enterprises, Inc., is, upon information and belief, a New York company located at [REDACTED], and doing business in the County of Wayne, State of Michigan, and either owned, operated, distributed, produced, syndicated and/or controlled the production of Defendant “The First 48.”

8. Defendant, A&E Television Network, is a foreign corporation, doing business in the County of Wayne, State of Michigan, and for all times relevant hereto owned, operated, distributed, produced, syndicated and/or controlled “The First 48” television show.

9. Defendant “The First 48” is, upon information and belief, a foreign corporation, partnership and/or business entity doing business in the County of Wayne, State of Michigan.

COMMON FACTUAL ALLEGATIONS

10. Defendants, in concert with the Detroit Police Department, effectuated an illegal search and seizure upon Plaintiffs and their home that led to the death of Aiyana.

11. Defendant Kirkstall Enterprises entered into a confidential contractual agreement (“Agreement”) with the Detroit Police Department on December 16, 2009, titled “‘THE FIRST 48’ Access Agreement.” (Attachment A).

12. The Agreement set forth terms for Defendants to work with, film, and record the Detroit Police Department and its officers for the television series “The First 48”, which was to be aired on the A&E television network.

13. The Agreement gave Defendants unprecedented access to work with the Detroit Police Department and video tape and record, in the words of the Agreement, “an innovative and documentary experience.” This “innovative” experience ended up being the tragic and senseless death of Aiyana.

14. At approximately 12:40 A.M. on May 16, 2010, Defendants' film crew and the Detroit Police Department Special Response Team arrived at a duplex at [REDACTED] on Detroit's Eastside to serve an arrest warrant on a homicide suspect, Chauncey Saunders.

15. [REDACTED] is the home of Aiyana Jones and her family, not Chauncey Saunders, who resided at [REDACTED]

16. The Detroit Police Special Response Team launched a commando-style raid upon Aiyana's home, starting with firing a flash-bang grenade from a gun through the front window into a room where Aiyana was sleeping on a couch.

17. The flash-bang grenade exploded near Aiyana causing a blinding flash and a loud noise.

18. Police then fired into the lower duplex from the outside and struck seven-year-old Aiyana in her head, piercing her skull.

19. Police then illegally entered the house and witnessed the aftermath of their senseless and destructive actions.

20. At no time prior to these actions did the police have a search warrant for the residence.

21. At no time did Aiyana or the residents of the property pose a threat of injury to the police; nor did they possess any weapon or demonstrate any aggressive or threatening behavior.

22. Defendants were present before and during the assault and were recording the above-mentioned incidents.

23. Prior to the decision to illegally assault Aiyana's home, there were discussions about the fact that television cameras would be present and the desire to create a "good show" and/or to create "great video footage."

24. This is consistent with the premise of "The First 48," which is a criminal investigation television show that focuses on the first forty-eight hours of criminal investigations. The opening title sequence of the show features the conceptual statement: "For homicide detectives, the clock starts ticking the moment they are called. Their chance of solving a case is cut in half if they don't get a lead within the first 48 hours."

25. Since this horrific incident, and because of the unfortunate consequences associated with allowing Defendants (and other reality television shows) to participate in police work, the mayor of Detroit has banned reality television crews from working with police so that similar horrific incidents will not be repeated upon other innocent citizens of Detroit.

26. Aiyana Stanley-Jones did not die immediately, and instead suffered great conscious pain and suffering as a direct and proximate result of the said acts of the Defendants. Seven-year-old Aiyana suffered the following injuries and damages in the moments before a bullet pierced her skull through the time and after her traumatic and tragic death:

- a. Violation of her constitutional rights under the 4th Amendment and 14th Amendment to the United States Constitution including, but not limited to, the right to be free from an unreasonable seizure of his person and/or to be free from the unnecessary and excessive use of deadly force;
- b. Loss of her life;
- c. Physical pain and suffering and emotional trauma and suffering;

- d. Medical, funeral and burial costs;
- e. Loss of wages and/or earning capacity;
- f. Loss of services, care, society, love, companionship, comfort and protection between Aianya Jones and all family members and/or persons of her Estate, as recoverable under the Michigan Wrongful Death Act, MCL 600.2922.

27. That as a direct and proximate result of Defendants' actions and/or inactions, Plaintiffs have suffered, and will continue to sustain the loss of society and companionship of Aiyana.

COUNT I

42 U.S.C. §1983 – VIOLATION OF THE 4th AND 14th AMENDMENTS

28. Plaintiffs incorporate by reference each and every paragraph of this Complaint as though fully set forth herein.

29. Plaintiffs seeks damages for injuries suffered by Aiyana Stanley-Jones and the members of her family as set forth and described above pursuant to 42 U.S.C. §1983 against Defendants who, while acting under color of law, violated Plaintiffs' clearly established civil rights secured by the Fourth and Fourteenth Amendments to the United States Constitutions including, but not limited to, the right to be free from a deprivation of liberty, property, bodily security, and integrity without due process of law, and the right to be free from unlawful search and seizures.

30. At all times relevant, Defendants, acting under color of law, were required to obey the laws of the United States including those laws identified and described in the 4th Amendment to the United States Constitution.

31. Defendants were willful participants in illegal joint activity with Detroit Police Department in performing a search and seizure upon the plaintiffs and their residence.

32. Defendants' desire to create a sensational television show consistent with the conceptual premise of the "First 48" directly and proximately caused the injuries in this case.

33. Defendants, through their presence and actions, provided encouragement to the Detroit Police Department to conduct an illegal, overly aggressive, and unnecessary raid upon the Plaintiffs and their residence.

34. Defendants knew or should have known that by acting in concert with the Detroit Police and filming live police it would lead to tragedies such as the one in this case.

35. Defendants' acts were intentional, objectively unreasonable, unnecessary, excessive, reckless, and/or grossly negligent in violation of Plaintiffs' clearly established rights under the United States Constitution.

36. Pursuant to 42 U.S.C. §1983, Defendants are liable for all damages allowed under federal law, Michigan common law, and under the Michigan Wrongful Death Statute MCL 600.2922. To the extent that the damages allowable and/or recoverable under one or both of the statutes are deemed insufficient to fully compensate the Plaintiffs and/or to

punish or deter the Defendants, this Court must order additional damages to be allowed so as to satisfy any and all such inadequacies.

37. Pursuant to the unlawful and unconstitutional actions perpetrated by Defendants, Aiyana Stanley-Jones and/or the members of her family have suffered the following injuries and damages for which compensation is hereby demanded:

- a. Reasonable medical, funeral and burial expenses;
- b. Severe and permanent brain injury and death;
- c. Emotional distress;
- d. Loss of personal freedom and liberty;
- e. Pain and suffering;
- f. Fright and shock;
- g. Horror, outrage and indignity;
- h. Economic damages including lost wages and/or loss of earning capacity;
- i. Exemplary damages;
- j. Loss of love, society and companionship for the members of the Decedent's Estate;
- k. Loss of services, gifts and/or gratuities;
- l. An award of punitive damages;
- m. An award of hedonic damages;
- n. Reasonable attorney fees and costs;
- o. Expenses for the administration of the Estate; and
- p. All other such relief which appears reasonable and just under the circumstances.

WHEREFORE, Plaintiff requests that this Court award to the Estate and against the Defendants the following damages and/or relief:

- a. Compensation for all allowable economic damages;
- b. Compensation for all allowable non-economic damages;
- c. Punitive damages;
- d. Hedonic damages;
- e. Exemplary damages;
- f. Attorney fees and costs;
- g. Interest on all allowable damages;
- h. Any and all additional damages allowed under Michigan law including the Wrongful Death statute, MCL 600.922.
- i. Any and all additional damages allowed under 42 U.S.C. §1983 and/or federal common law; and
- j. Such other and further relief as appears reasonable and just under the circumstances of this case.

COUNT II

MICHIGAN COMMON LAW – INVASION OF PRIVACY

38. Plaintiffs incorporate by reference each and every paragraph of this Complaint as though fully set forth herein.

39. Plaintiffs have a right to be left alone and be protected from any wrongful intrusion into their lives that would outrage or cause mental suffering, shame, or humiliation to a person of ordinary sensibilities.

40. Defendants' actions in perpetrating and filming the commando-style raid upon Plaintiffs' home and the subsequent horrific death of Aiyana was an unreasonable and serious interference with Plaintiffs' right to seclusion.

41. At no time did the Plaintiffs consent to such invasion of privacy.

42. By these actions, Defendants have caused Plaintiffs to suffer injuries, including but not limited to:

- a. Physical pain and suffering;
- b. Mental anguish;
- c. Fright and shock;
- d. Horror, outrage, and indignity.

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court enter judgment in his favor and against Defendants as well as award costs, interest, attorney fees and punitive damages so wrongfully incurred.

GEOFFREY N. FIEGER (P-30441)
JONATHAN R. MARKO (P-72450)
Fieger, Fieger, Kenney, Johnson, & Giroux, P.C.
Attorneys for Plaintiffs



Dated: October 19, 2010

ATTACHMENT A



Kirkstall Road Enterprises, Inc.



As of December 16, 2009

Detroit Police Department



Attn: Chief Warren C. Evans

CONFIDENTIAL

Re: "THE FIRST 48" Access Agreement

Dear Chief Evans,

This letter agreement ("Agreement") sets forth the terms and conditions between Kirkstall Road Enterprises, Inc. ("Producer") and the Detroit Police Department (the "Department"), in connection with the filming and recording by Producer of the television series currently known as "The First 48" (the "Series") in and around Detroit, Michigan. The Series is intended for initial exhibition on one of A&E Television Network's Programming Services (the "Network"). In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the date set forth above and shall continue for a period of one (1) year (the "Term"). Upon mutual agreement between the Department and Producer, the Term of the Agreement may be extended for four (4) additional one (1) year periods. For the avoidance of doubt, the parties may agree to extend the Term for an additional year at any point during the initial Term of this Agreement, and extensions may be agreed to at any time during the applicable Term. Either party may terminate this agreement upon sixty (60) days written notice to the other party. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, the conditions and provisions of this Agreement that are intended to continue and survive (including, but not limited to, grant of rights, ownership, representations and warranties, indemnities, etc.) shall survive the expiration or earlier termination of this Agreement.

2. Access. The Department grants and will use its best efforts to facilitate Producer's access to the Department generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department as Producer may reasonably require during the Term. For security purposes, Producer shall provide the Department with details of each member of the field production crew as requested by the Department. The Department shall advise Producer of any defects or dangers of which it is aware in relation to any premises over which it owns and/or controls. Furthermore, the Department grants Producer access to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. Subject to the provisions in Paragraph 3(a) below, the Department shall authorize Personnel to allow video and audio recorded during production as is reasonably necessary to

capture an innovative and documentary experience of the Personnel in the context of the Series.

3. Producer's Obligations.

a. Producer acknowledges and agrees that in order to protect the integrity of the Department's work, maintain the safety of officers, the public and Producer's personnel, and to minimize liability to the Department, Producer shall comply with all instructions and restrictions (including instructions and restrictions on filming or recording) as directed by the Department for purposes of the foregoing, in the Department's sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner whatsoever with the Department's performance of its duties. It is understood that in exercising its discretion under this paragraph, the Department will act in a manner that complies with all constitutional, statutory, or other legal requirements, as well as Department policies, practices, procedures and legal advice pertaining to such requirements.

b. Producer acknowledges and agrees that it may not, during the course of filming put the Department to any expense it would not otherwise ordinarily incur. All filming will be done at no cost to the Department.

c. Producer shall be responsible for obtaining all necessary consents including the written consent of Department Personnel featured in the Series and the Department hereby confirms that the Department shall permit Department Personnel to voluntarily providing consent to Producer's filming.

d. Producer will provide certificates of insurance naming the City of Detroit as additional insured on a claims made basis with an aggregate limit of One Million Dollars (\$1,000,000).

4. Rights

a. Producer intends to produce footage concerning the Department and its Personnel at work and off duty, including, without limitation, conducting interviews (both formal and informal) with Department Personnel, and capturing any and all footage of the Department, Department Personnel and Department operations as Producer reasonably requires to produce the Series. Subject to the limitations in Paragraph 3(a), the Department hereby agrees and consents, and shall authorize the Department Personnel to agree and consent, to the filming and recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses at Producer's discretion (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. Subject to the provisions of Paragraph 5(a) below, the Department irrevocably grants to Producer, and shall authorize Department Personnel to grant to Producer all rights and consent or waive the same so as to permit the fullest use of the Footage or any part(s) thereof in all media, worldwide, in perpetuity. The Department agrees, and shall authorize the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth

herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement

b. The Department agrees that, as between the Department and Producer, Producer shall own all right, title and interest in and to the Series and all elements thereof and relating thereto (collectively the "Material") and the Material will be solely created by the undersigned as a "work made for hire" for Producer for use as part of an audio/visual work within the meaning of U.S. Copyright Law, with Producer being deemed the sole author, and, at all stages of completion, the sole and exclusive owner, of the Material and of all rights of every kind or nature, whether now known or hereafter devised (including, without limitation, all copyrights and all extensions and renewals of copyrights) in and to the Material in perpetuity and throughout the universe and in all languages, with the right to use, exploit and advertise the Material and the Series, in any form, matter and media, whether now known or hereafter devised, without any obligation whatsoever, other than as described in this Agreement, to the undersigned or any person or entity claiming through or on behalf of the undersigned.

If, under any applicable law, the fact that the Material is a "work made for hire" is not effective to place authorship and ownership of the Material and the Series and all rights therein in Producer, or in the event that it is determined that the Material or any part thereof does not constitute a "work make for hire" for Producer within the meaning of the copyright laws of the United States, then to the fullest extent allowable and for the full term of protection otherwise accorded to the undersigned under such applicable law, the undersigned hereby assigns to Producer irrevocably, exclusively and perpetually all rights of every kind in and to the Material throughout the universe and any and all of the undersigned's right, title and interest in the Series and any other works now or hereafter created containing the Material.

c. The Department irrevocably grants Producer the right to use the Department's proprietary intellectual property, names, trademark(s), logos or trade names as well the names and images of the Department (collectively, the "Department Images") in and in connection with the Series, as Producer may determine in its sole discretion. For the avoidance of doubt, Producer shall have the right to use or refer to Department Images visually and/or in dialogue as Producer shall determine in its sole discretion.

5. Department Review.

a. The Department shall have the right to review the rough cut of each episode of the Series to ensure factual accuracy of the Footage contained in each episode of the Series. Due to very tight production schedules in connection with the Series and other exigencies of production, Producer shall send to Second Deputy Chief John Roach or a designee (the "Representative") a copy of rough cut. The Department agrees to review the rough cut containing the Footage immediately and return any comments to Producer within five (5) business days of the Department's receipt of the applicable rough cut for review (the "Review Period"). If Producer does not receive comments within the Review Period, the Footage in such episode shall be deemed approved. If the Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the Department and make good faith efforts to address such comments. Notwithstanding the foregoing and subject to the provisions in Paragraph 5(b), as between Producer and the

Department, Producer shall have the absolute discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, theme, featured events and story line.

b. Producer acknowledges and agrees that the Series shall not contain (i) any confidential investigatory, procedural and/or operational information concerning the Department which would not be available to the general public or (ii) any footage the dissemination of which would violate any legal duty of the Department or its Personnel, subject the Department to civil liability, or violate any constitutional or legal right of any other individual (collectively, "Confidential Information"). Upon notification in writing during the Review Period as set forth in paragraph 5(a) by the Representative objecting to the use of any Confidential Information in the applicable episode of the Series, Producer shall not include any such Confidential Information in the Series. If no written objection of the inclusion of any Confidential Information is made during the Review Period, such inclusion shall be deemed approved.

6. Exclusivity. During the Term of this Agreement, the Department will not, prior to the first transmission of the first episode of Series featuring the Department extend the same level of cooperation with another media company, in connection with and for the filming of an observational documentary program or series that features the Department's homicide division and its homicide investigations in a manner that is similar in theme or style of the Series that may be broadcast on television; provided, however, that in the event the Department seeks to enter into an agreement with another media company in connection with a "cold case" homicide investigation program or series featuring the Department's homicide division, the Department shall notify Producer prior to entering any such agreement. Notwithstanding the foregoing, Department may participate in any other types of television program (e.g., news programs, including local news features) that are not similar in theme, style or subject matter as the Series or engage in any media activity that the Department routinely engages in the Department's ordinary course of operation.

7. Representations and Warranties. The undersigned represents and warrants (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department's obligations under this Agreement; and (iii) there are no additional permissions necessary for the Department to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by Department.

8. Miscellaneous.

a. Producer shall be under no obligation to actually use the Footage in any manner.

b. Producer shall at all times defend, indemnify and hold the Department harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Series; provided, however, that the

foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department's respective agents, employees, guests or invitees.

c. The Department shall not at any time issue, authorize or participate in any news story, magazine article or other publicity in connection with the Department's participation in the Series or disclose any confidential information about the Series, Producer and/or the Network without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Series. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Series, the parties agree that this Agreement is confidential and that they may not disclose the contents to any third party apart from their professional advisors or as may be required by law.

d. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network.

e. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed except by a written instrument signed by both Producer and the Department. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Michigan and, if applicable, the federal laws of the United States of America. Each party hereby submits to the jurisdiction of the courts of the State of Michigan.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

Detroit Police Department

Kirkstall Road Enterprises, Inc.

By: [Signature]

By: [Signature]

Its: _____

Its: EVP - New York