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Case assigned
to Judge [Signature]

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL

BC410035

11 MELODY MURRAY, AARON
12 SILBERMAN, ROSEMARIE DISALVO,
13 individually and on behalf of a class of others
14 similarly situated
15 Plaintiffs,
16 v.
17 FREMANTLEMEDIA NORTH AMERICA,
18 INC.; BLUE ORBIT PRODUCTIONS, INC.;
19 KICKOFF PRODUCTIONS, INC.; LITTLE
20 POND TELEVISION, INC.; AMERICAN
21 IDOL PRODUCTIONS, INC. and DOES 1
22 through 100, inclusive.
23 Defendants.

- Case No.)
COMPLAINT [CLASS ACTION]
1. **FAILURE TO PAY OVERTIME**
(Labor Code § 510; Labor Code
§515d; IWC Order No. 12-2001, 11-
2001 § 3)
2. **FAILURE TO PROVIDE REST**
PERIODS(IWC Order No. 12-2001,
11-2001 § 12);
3. **DENIAL OF MEAL PERIODS**
(Labor Code §§ 226.7 & 512; IWC
Order No. 12-2001, 11-2001 § 11)
4. **VIOLATIONS OF LABOR CODE §**
203;
5. **FAILURE TO PROVIDE**
ITEMIZED WAGE STATEMENT
(Labor Code § 226)
6. **RECORD KEEPING VIOLATIONS**
(Labor Code §1174; IWC Order No.
12-2001, 11-2001 § 7)
7. **UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

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1 On behalf of themselves and all others similarly situated, plaintiffs Melody Murray,
2 Aaron Silberman and Rosemarie DiSalvo allege as follows:

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4 **I. INTRODUCTION**
5

6 1. Fremantle Media North America is a major television production company that
7 produces more than 1,000 hours of US television. It is the American production subsidiary of
8 Fremantle Media Ltd., a London-based company that produces approximately 280 different
9 shows and sells TV series and films in about 150 countries. Fremantle North America states on
10 its web site that one of its most important corporate goals is to "Become the employer and
11 partner of choice for creative and executive talent". The company goes on to state that "Creative,
12 commercial and management talent is essential for our future success. We will continue our
13 efforts to make our companies great places to work, and are continuously looking to attract the
14 best on and off-screen talent in the industry."

15 2. However, the conditions in the production companies under the Fremantle umbrella
16 resemble sweatshops: employees work ten-, twelve- and even twenty-hour days, six or seven
17 days per week, without overtime compensation and are forced to forego meal and rest breaks as
18 required by law. Some employees fall below minimum wage, and on occasions, sleep in their
19 office. Frequently, the companies attempt to disguise their violations by purporting to pay
20 employees for a "guaranteed" twelve hour work day or sixty hour work week. Such an
21 arrangement is, in fact, illegal and a fraudulent scheme, enabling the companies to require any
22 amount of work, under relentless time pressures, without any additional compensation. Time
23 records are not kept and employees are instructed to simply write "worked" on each day's time
24 entry. Employees are afraid to speak up about the abuses for fear of being terminated or
25 "blackballed" in the industry.

26 3. Defendant Fremantle Media North America, Inc. ("Fremantle") and including, but not
27 limited to, the four listed Defendant production companies, act in concert with one another to set
28 budgets, broadcast shows, establish programming, production, and share legal and managerial
functions. They have common human resources departments that have implemented a set of

1 employment practices that result in systematic violations of the California Labor Code and
2 Industrial Welfare Commission ("IWC") Wage Orders 11 and 12, which regulate working
3 conditions in the broadcast and motion picture industries. As alleged more fully below, these
4 practices are marked by the failure to pay overtime compensation, the willful falsification of or
5 failure to maintain payroll records, and the chronic failure to afford meal and rest periods
6 required by law. The purpose of this suit is to restore to plaintiffs and the members of the class
7 they represent the wages they have earned and to end the companies' oppressive and illegal wage
8 and hour practices by enjoining these employers from such practices in the future.

10 II. THE PARTIES

12 A. The Plaintiff Class.

13 4. The plaintiff class consists of employees engaged in the production of the reality
14 television series produced by defendants. The class sought to be represented is defined as
15 follows: all past and present non-exempt employees of the defendants who have performed
16 services relating to the production of defendants' shows including, but not limited to, employees
17 in the job titles of Field Producer, Segment Producer, Producer, Assistant Producer, Talent
18 Coordinator, Researcher, Music Coordinator, Associate Producer, Content Producer, Production
19 Coordinator and Production Assistant. As described herein, all members of this class have a
20 beneficial interest in the relief sought by this complaint.

22 B. The Named Plaintiffs.

23 5. Plaintiff Melody Murray ("Murray") is an individual over 18 years old and a
24 resident of the County of Los Angeles. In or about May 2005 through November 2008, Murray
25 was employed on various reality television series produced by Defendants. In or about May
26 2005 through November 2005, Murray was employed on the reality television series "Love on
27 the Rocks" and given the job title of Associate Producer. In or about February 2007 through
28 March 2007, Murray was employed on the television series "Thank God You're Here" and given

1 the job title of Talent Coordinator. In or about June 2008 through July 2008, Murray was
2 employed on the reality television series "Janice Dickinson Modeling Agency" and given the job
3 title of Associate Producer. In or about September 2008 through November 2008, Murray was
4 employed in the reality television series "The Osbournes" and given the job title of Segment
5 Producer.

6 6. Plaintiff Aaron Silberman ("Silberman") is an individual over 18 years old and a
7 resident of the State of Arizona. In or about December 2006 through January 2008, Silberman
8 was employed on American Idol reality television show produced by Defendants. Silberman
9 was employed on the reality television series "American Idol" and given the job title of Music
10 Coordinator.

11 7. Plaintiff Rosemarie DiSalvo ("DiSalvo") is an individual over 18 years old and a
12 resident of the County of Los Angeles. In or about 2007, DiSalvo was employed on the game
13 show "Temptations" and given the job title of Producer.

14
15 **C. The Defendants.**

16 8. Defendant Blue Orbit Productions, Inc. ("Orbit") is a California corporation. At
17 all material times, Orbit engaged in television production in the County of Los Angeles. Through
18 its direct or indirect control of their wages, hours, and working conditions, Orbit was at all
19 material times an employer of members of the plaintiff class on various reality television series.

20 9. Defendant Little Pond Television, Inc. ("Little Pond") is a Delaware corporation
21 engaged in the production of television programs. At all material times, Little Pond engaged in
22 television production in the County of Los Angeles. Through its direct or indirect control of their
23 wages, hours, and working conditions, Little Pond was at all material times an employer of
24 members of the plaintiff class on various reality television series.

25 10. Defendant Kickoff Productions, Inc. ("Kickoff") is a California corporation. At all
26 material times, Kickoff engaged in television production in the County of Los Angeles. Through
27 its direct or indirect control of their wages, hours, and working conditions, Kickoff was at all
28 material times an employer of members of the plaintiff class on various reality television series.

1 11. Defendant American Idol Productions, Inc. ("Idol") is a California corporation.
2 At all material times, Idol engaged in television production in the County of Los Angeles.
3 Through its direct or indirect control of their wages, hours and working conditions, Idol was at
4 all material times an employer of members of the plaintiff class on various reality television
5 series.

6 12. Defendant FremantleMedia North America, Inc. ("Fremantle") is a Delaware
7 corporation. At all material times, Fremantle and its production companies/services engaged in
8 television production in the County of Los Angeles. Through its direct or indirect control of their
9 wages, hours, and working conditions, Fremantle was at all material times an employer of
10 members of the plaintiff class working on various reality television series.

11 13. Plaintiffs are ignorant of the true names and capacities of the defendants named
12 herein as Does 1 to 100, inclusive, and therefore names these defendants by such fictitious
13 names. Plaintiffs will amend this pleading to allege their true names and capacities when
14 ascertained. Plaintiffs are informed and believe and on that basis allege that each fictitiously
15 named defendant is responsible in some manner for the occurrences herein alleged, and that the
16 violation of plaintiffs' rights as alleged in this pleading were proximately caused by the conduct
17 of such defendant.

18 14. Plaintiffs are informed and believe, and on that basis allege, that at all relevant
19 times each defendant was the agent and/or employee of the remaining defendants and was acting
20 within the course and scope of such agency and/or employment. To the extent that the conduct
21 and omissions alleged herein were perpetrated by one or more defendant, the remaining
22 defendants initiated, recommended, authorized, confirmed and/or ratified said conduct and
23 omissions. Defendant Fremantle and the other production companies were acting at all times as
24 the joint employers of the plaintiff class.

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28 ///

1 **III. CLASS ACTION ALLEGATIONS**

2
3 **A. Ascertainable Class.**

4 15. The proposed plaintiff class described at paragraph 4 above is ascertainable.
5 Members of the plaintiff class can be readily identified from files and records maintained by the
6 defendants. They include those persons who are or have been employed by the defendants to
7 perform services relating to the production of reality television series. The litigation of the
8 questions of fact and law involved in this action will resolve the rights of all members of the
9 class and hence will have a binding effect on all class members. The class is numerous and
10 joinder of all class members is impracticable due to both a reluctance of some class members to
11 sue their current or former employer and the relatively small monetary recovery for each class
12 member in comparison with the costs associated with separate litigation.

13
14 **B. Community of Interest.**

15 16. The proposed class has a well defined community of interest in the questions of
16 fact and law to be litigated. The common questions of law and fact are predominant with respect
17 to the liability issues, relief issues, and anticipated affirmative defenses. The named plaintiffs
18 have claims typical of the class members. The named plaintiffs can fairly and adequately
19 represent and protect the interests of the class in that there is no conflict between their interests
20 and the interests of other class members, this action is not collusive, the named plaintiffs and
21 their counsel have the necessary resources to litigate this action, and counsel have the experience
22 and ability required to prosecute this case as a class action.

23
24 **C. Superiority of Class Adjudication.**

25 17. The certification of a class in this action is superior to the litigation of a multitude
26 of cases by members of the putative class. Class adjudication will conserve judicial resources
27 and will avoid the possibility of inconsistent rulings. Moreover, there are class members who are
28 unlikely to join or bring an action due to, among other reasons, their reluctance to sue their

1 current or former employer, their fear of being "blackballed" in the industry, and/or their
2 inability to afford a separate action. Finally, equity dictates that all persons who stand to benefit
3 from the relief sought herein should be subject to the lawsuit and hence subject to an order
4 spreading the costs of litigation among the class members in relationship to the benefits received.

5
6 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**
7

8 18. The plaintiffs in this action perform a variety of non-exempt duties in the
9 production of reality television series. Prior to and during the filming of reality programs,
10 plaintiffs are on the set performing numerous job duties which include the following: location
11 scouting; interviewing people; checking information; creating schedules; and coordinating
12 activities for their superiors and on the set.

13 19. Defendants followed identical or substantially identical payroll practices with
14 respect to their employment of plaintiffs on each show. For each reality television series subject
15 to this suit, defendants hired plaintiffs based on a flat weekly or daily pay rate. Once hired,
16 plaintiffs were required to falsify their time cards, either by simply writing the term "WORKED"
17 across a weekly time card or by entering pre-determined start and end times for each day of the
18 week. In fact, plaintiffs worked far in excess of 40 hours per week during virtually every week of
19 their employment, but they never received any premium overtime pay. In many instances,
20 defendants attempted to conceal this unlawful practice by reflecting fictitious overtime hours on
21 plaintiffs' pay stubs. However, the fictitious overtime hours were not based on actual hours
22 worked by the employee during the payroll period, nor was the overtime compensation based, as
23 required by law, on the employee's actual hourly rate (i. e., the weekly rate divided by 40). Under
24 this fraudulent scheme, plaintiffs invariably received their flat weekly rate, regardless of the
25 number of hours actually worked in the pay period.

26 20. In the course of their employment on the shows, plaintiffs were routinely denied
27 appropriate meal and rest periods as required by IWC Orders No. 11-2001 and 12-2001 § 11 &
28 12 and meal breaks were not entered on time records as required by law.

1 FIRST CAUSE OF ACTION

2 FAILURE TO PAY OVERTIME

3 (Labor Code § 510 & 515(d); IWC Orders No. 11-2001, 12-2001 § 3)

4
5 21. Plaintiffs reallege and incorporate paragraphs 1 through 20, inclusive, as though
6 fully set forth herein.

7 22. Labor Code § 510(a) provides that "[a]ny work in excess of eight hours in one
8 workday and any work in excess of 40 hours in any one workweek and the first eight hours
9 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
10 less than one and one-half times the regular rate of pay for any employee."

11 23. Labor Code § 510(a) also provides that "[a]ny work in excess of 12 hours in one
12 day shall be compensated at the rate of no less than twice the regular rate of pay for an
13 employee."

14 24. Labor Code § 515(d) provides that for the purposes of computing the overtime
15 rate of compensation for an employee, the employee's regular hourly rate shall be 1/40th of the
16 employee's weekly salary.

17 25. IWC Orders No. 11-2001 & 12-2001, § 3(A) provide that "employees shall not be
18 employed more than eight (8) hours in any workday or more than forty (40) hours in any
19 workweek unless the employee receives one and one-half (1½) times such employee's regular
20 rate of pay for all hours worked over forty (40) hours in the workweek."

21 26. IWC Orders No. 11-2001 & 12-2001, § 3(A)(1)(b) also provide that employers
22 must "[d]ouble the employee's regular rate of pay for all hours worked in excess of twelve (12)
23 hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th)
24 consecutive day of work in a workweek."

25 27. Plaintiffs have worked over 40 hours per week and over eight hours per day,
26 without receiving overtime pay as required under Labor Code § 510 and IWC Orders No. 11-
27 2001 & 12-2001 § 3, and without being calculated according to Labor Code § 515(d).
28

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each work day that the rest period is not provided.

3 35. Plaintiffs consistently worked for at least eight (8) hours a day and were entitled
4 to a net rest period of ten (10) minutes during each four (4) hours of employment.

5 36. Plaintiffs did not waive their rest periods by mutual consent with Defendants or
6 otherwise and were forced to forego rest breaks.

7 37. Plaintiffs did not enter into any written agreement with Defendants agreeing to an
8 on-the-job rest period.

9 38. Defendants failed to comply with the required rest period and incorrectly
10 considered Plaintiffs to be exempt from rest period requirements established under Labor Code
11 §512, Labor Code §516 and Section 12 of the IWC Wage Order(s).

12 39. Pursuant to Section 12(B) of the IWC Wage Order(s) and Labor Code §226.7(b)
13 (which requires, in the event that "an employer fails to provide an employee a rest period in
14 accordance with an applicable order of the Industrial Welfare Commission, the employer shall
15 pay the employee one additional hour of pay at the employee's regular rate of compensation for
16 each work day that the meal or rest period is not provided"), Plaintiffs are entitled to damages in
17 an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

18 40. Pursuant to Labor Code §558(a) (which provides that any employer who violates
19 any provision regulating hours and days of work in any order of the Industrial Welfare
20 Commission shall be subject to a penalty), Plaintiffs seek recovery of compensation pursuant to
21 Labor Code §558(a)(1) and Labor Code §558(a)(2).

22 41. Pursuant to Labor Code §218.6, Labor Code §1194(a), CC §3287(b) and CC
23 §3289, Plaintiffs seek recovery of pre-judgment interest on all amounts recovered herein.

24 42. Pursuant to Labor Code §218.5 and Labor Code §1194, Plaintiffs request that the
25 court award reasonable attorneys' fees and costs incurred by them in this action.

26 ///

27 ///

28 ///

1 employer shall be penalized in the amount of \$50 per initial violation for each underpaid
2 employee, and \$100 per subsequent violation for each underpaid employee, in addition to an
3 amount sufficient to recover unpaid wages. Plaintiffs seek to recover such penalties.

4 51. Labor Code § 218.5 states that in "any action brought for the nonpayment of
5 wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award
6 reasonable attorneys' fees and costs to the prevailing party" Plaintiffs seek to recover
7 attorneys' fees and costs under this section.

8
9 **FOURTH CAUSE OF ACTION**

10 **VIOLATIONS OF LABOR CODE § 203**

11
12 52. Plaintiffs reallege and incorporate paragraphs 1 through 20, inclusive, as though
13 fully set forth herein.

14 53. Labor Code § 203 provides that if an employer willfully fails to pay, without
15 abatement or reduction, in accordance with Labor Code §§ 201, 201.5, 202 and 205.5, any wages
16 of an employee who is discharged or who quits, the wages of the employee shall continue as a
17 penalty from the due date thereof at the same rate until paid or until an action therefore is
18 commenced; but the wages shall not continue for more than thirty (30) days.

19 54. Defendants had a consistent and uniform policy, practice and procedure of
20 willfully failing to pay the earned and unpaid wages of Defendants' former employees,
21 including, but not limited to, straight time, overtime, vacation time, and other wages earned and
22 remaining uncompensated according to amendment, or proof.

23 55. The named Plaintiffs are no longer employed by Defendants. They were either
24 discharged from or quit Defendants' employ.

25 56. Defendants willfully failed to pay Plaintiffs a sum certain at the time of their
26 termination or within seventy-two (72) hours of their resignation, and failed to pay those sums
27 for thirty (30) days there after.

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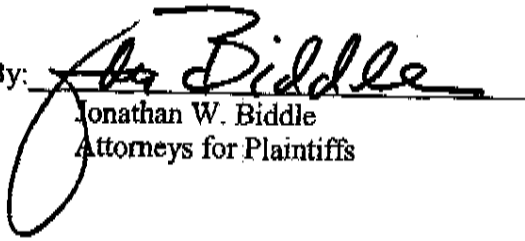
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED: March 19, 2009

LAW OFFICES OF JONATHAN W. BIDDLE

By: 
Jonathan W. Biddle
Attorneys for Plaintiffs