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Los Angeles Superior Court

AUG 23 2005

John A. Clarke, Executive Officer/Clerk
By S. Gabb Deputy
S. Gabb

7 SUPERIOR COURT OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9
10 BC338746

11 DANIEL A. SHRIVER; JUBBA SEYYID;
ANDREA ARCHER; ZACHARY H. ISENBERG;
12 VALERIE C. AHERN; JOSEPH L. WEISS;
VICTORIA DEW; BRIAN N. GIBSON; LOWELL
GOODMAN; ALASTAIR SURPRISE, individually
13 and on behalf of a class of others similarly situated,

14 Plaintiffs,

15 v.

16 ROCKET SCIENCE LABORATORIES, LLC;
FOX BROADCASTING COMPANY; and DOES
17 1-100 INCLUSIVE,

18 Defendants.
19
20
21

CASE NO.

COMPLAINT [CLASS ACTION]

- [1] FAILURE TO PAY OVERTIME
(Labor Code § 510; IWC Order No.
12-2000 § 3)
- [2] NON-PAYMENT OF WAGES
(Labor Code § 204)
- [3] DENIAL OF MEAL PERIODS
(Labor Code §§ 226.77 & 512; IWC
Order No. 12-2000 § 11)
- [4] FAILURE TO PROVIDE
ITEMIZED WAGE STATEMENTS
(Labor Code § 226)
- [5] RECORD KEEPING VIOLATIONS
(Labor Code § 1174; IWC Order No.
12-2000 § 7)

22 DEMAND FOR JURY TRIAL
23

24 On behalf of themselves and all others similarly situated, plaintiffs allege as follows:

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1 **I. INTRODUCTION**

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3 1. Television networks and production companies have made so-called "reality"
4 television profitable and pervasive at the expense of the employees who craft the stories we
5 watch. The companies have conspired to deprive these employees of the most basic protections
6 of California's wage and hour laws. The conditions in the industry resemble sweatshops:
7 employees work ten-, 12- and even 20-hour days, six or seven days per week, without overtime
8 compensation or breaks and meal periods as required by law. Frequently, the companies attempt
9 to disguise their violations by reflecting fictitious overtime hours on employees' pay stubs. Such
10 an arrangement is, in fact, a fraudulent scheme, enabling the companies to require *any* amount of
11 work, under relentless time pressures, without any additional compensation.
12

13 2. The seven reality television series that are the subject of this action have a
14 common producer, Rocket Science Laboratories ("Rocket Science"), and television network, Fox
15 Broadcasting Company ("Fox"). In addition to setting the budgets for the series, Fox maintained
16 close control over the creative development of the series' content and had network representatives
17 present often during the production of the series. In effect, Fox co-produced these series.
18 Together, Rocket Science and Fox implemented a set of employment practices that results in
19 systematic violations of the California Labor Code and Industrial Welfare Commission ("IWC")
20 Wage Order 12, which regulates working conditions in the motion picture industry. As alleged
21 more fully below, these practices are marked by the failure to pay overtime compensation, the
22 willful falsification of or failure to maintain payroll records, and the chronic failure to afford
23 meal periods required by law. The purpose of this suit is to restore to the plaintiffs and the
24 members of the class they represent the wages they have earned, and to end the companies'
25 exploitative practices in this burgeoning and profitable sector of the Hollywood economy.

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3 **II. THE PARTIES**

4
5 **A. The Plaintiff Class.**

6 3. The plaintiff class consists of employees engaged in the production of seven
7 reality television series produced by Rocket Science Laboratories and one or more of its co-
8 defendants. The seven series are as follows:

- 9 a. Trading Spouses;
- 10 b. Joe Millionaire;
- 11 c. The Next Joe Millionaire;
- 12 d. My Big Fat Obnoxious Fiance;
- 13 e. Renovate My Family;
- 14 f. Seriously, Dude, I'm Gay; and
- 15 g. Married by America.

16 These seven series are hereafter referred to collectively as "the Series." The class sought to be
17 represented is defined as follows: all past and present employees of the defendants who have
18 performed services relating to story development and editing for the Series including, but not
19 limited to, employees in the job titles of Story Editor, Story Assistant, Story Producer, Field
20 Producer, Format Producer, and Editor. As described herein, all members of this class have a
21 beneficial interest in the relief sought by this complaint.

22 **B. The Named Plaintiffs.**

23
24 4. Plaintiff Daniel A. Shriver ("Shriver") is an individual over 18 years old and a
25 resident of the County of Los Angeles. In or about June 2004 through October 2004, Shriver was
26 employed on the reality television series "Renovate My Family" and given the job titles of Field
27 Producer and Story Producer. In or about October 2004, Shriver was employed on the reality
28 television series "Trading Spouses" and given the job title of Story Producer.

1 5. Plaintiff Jubba Seyyid ("Seyyid") is an individual over 18 years old and a resident
2 of the County of Los Angeles. In or about September 2004 through November 2004, Seyyid was
3 employed on the reality television series "Trading Spouses" and given the job title of Story
4 Producer.

5
6 6. Plaintiff Andrea Archer ("Archer") is an individual over 18 years old and a
7 resident of the County of Los Angeles. In or about March 2003, Archer was employed on the
8 reality television series "Married by America" and given the job title of Story Assistant. In or
9 about July 2004 through October 2004, Archer was employed on the reality television series
10 "Renovate My Family" and was given the job title of Story Assistant.

11
12 7. Plaintiff Zachary H. Isenberg ("Isenberg") is an individual over 18 years old and a
13 resident of the County of Los Angeles. In or about July 2004 through September 2004, Isenberg
14 was employed on the reality television series "Renovate My Family" and given the job title of
15 Story Assistant.

16
17 8. Plaintiff Valerie C. Ahern ("Ahern") is an individual over 18 years old and a
18 resident of the County of Los Angeles. In or about November 2003 through January 2004, Ahern
19 was employed on the reality television series "My Big Fat Obnoxious Fiance" and given the job
20 title of Format Producer. In or about January 2004 through February 2004, Ahern was employed
21 on the reality television series "Seriously, Dude, I'm Gay" and given the job title of Format
22 Producer. In or about April 2004 through November 2004, Ahern was employed on the reality
23 television series "Renovate My Family" and given the job title of Format Producer.

24
25 9. Plaintiff Joseph L. Weiss ("Weiss") is an individual over 18 years old and a
26 resident of the County of Los Angeles. In or about December 2002 through February 2003,
27 Weiss was employed on the reality television series "Joe Millionaire" and given the job title of

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1 Editor. In or about March 2003 through April 2003, Weiss was employed on the reality
2 television series "Married by America" and given the job title of Editor.

3

4 10. Plaintiff Victoria Dew ("Dew") is an individual over 18 years old and a
5 resident of the County of Los Angeles. In or about July 2004 through August 2004, Dew was
6 employed on the reality television series "Renovate My Family" and given the job title of Story
7 Producer.

8

9 11. Plaintiff Brian N. Gibson ("Gibson") is an individual over 18 years old and a
10 resident of the County of Los Angeles. In or about September 2003, Gibson was employed on
11 the reality television series "The Next Joe Millionaire" and given the job title of Story Editor.

12

13 12. Plaintiff Lowell Goodman ("Goodman") is an individual over 18 years old and a
14 resident of the County of Los Angeles. In or about June 2004 through November 2004,
15 Goodman was employed on the reality television series "Trading Spouses" and given the job title
16 of Story Producer.

17

18 13. Plaintiff Alastair Surprise ("Surprise") is an individual over 18 years old and a
19 resident of the County of Los Angeles. In or about July 2004 through November 2004, Surprise
20 was employed on the reality television series "Renovate My Family" and given the job title of
21 Story Assistant.

22

23 **C. The Defendants.**

24

25 14. Defendant Rocket Science Laboratories, LLC ("Rocket Science") is a Delaware
26 limited liability company. At all material times, Rocket Science engaged in television production
27 in the County of Los Angeles. Through its direct or indirect control of their wages, hours, and

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1 working conditions, Rocket Science was at all material times an employer of members of the
2 plaintiff class on each of the Series.

3
4 15. Defendant Fox Broadcasting Company ("Fox") is a Delaware corporation doing
5 business as a broadcast television network. At all material times, Fox engaged in broadcasting
6 and television production in the County of Los Angeles. Through its direct or indirect control of
7 their wages, hours, and working conditions, Fox was at all material times an employer of
8 members of the plaintiff class on each of the Series.

9
10 16. Plaintiffs are ignorant of the true names and capacities of the defendants named
11 herein as Does 1 to 100, inclusive, and therefore names these defendants by such fictitious
12 names. Plaintiffs will amend this pleading to allege their true names and capacities when
13 ascertained. Plaintiffs are informed and believe and on that basis allege that each fictitiously
14 named defendant is responsible in some manner for the occurrences herein alleged, and that the
15 violation of plaintiffs' rights as alleged in this pleading were proximately caused by the conduct
16 of such defendant.

17
18 17. 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.

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1 **IV. CLASS ACTION ALLEGATIONS**

2
3 **A. Ascertainable Class.**

4
5 18. The proposed plaintiff class described at paragraph 3 above is ascertainable.
6 Members of the plaintiff class can be readily identified from files and records maintained by the
7 defendants. They include those persons who are or have been employed by the defendants to
8 perform services relating to story development for reality television series. The litigation of the
9 questions of fact and law involved in this action will resolve the rights of all members of the class
10 and hence will have a binding effect on all class members. The class is numerous and joinder of
11 all class members is impracticable due to both a reluctance of some class members to sue their
12 current or former employer and the relatively small monetary recovery for each class member in
13 comparison with the costs associated with separate litigation.

14
15 **B. Community of Interest.**

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

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1 **C. Superiority of Class Adjudication.**

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3 20. The certification of a class in this action is superior to the litigation of a multitude
4 of cases by members of the putative class. Class adjudication will conserve judicial resources
5 and will avoid the possibility of inconsistent rulings. Moreover, there are class members who are
6 unlikely to join or bring an action due to, among other reasons, their reluctance to sue their
7 current or former employer and/or their inability to afford a separate action. Finally, equity
8 dictates that all persons who stand to benefit from the relief sought herein should be subject to
9 the lawsuit and hence subject to an order spreading the costs of litigation among the class
10 members in relationship to the benefits received.

11
12 **V. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13
14 21. The plaintiffs in this action perform a variety of storytelling functions in the
15 production of reality televisions series, including writing interview questions for contestants,
16 outlining and developing concepts for competitions and other activities, and taking story notes
17 that will be used later to shape the editing process. In post-production, plaintiffs use the
18 numerous hours of video footage to create a story, one that they craft by editing scenes, dialogue,
19 and even individual words that are spliced together to provide the desired plot development.
20 Music, sound effects, and narration are then inserted into each episode by plaintiffs. The
21 plaintiffs' storytelling product is reviewed by producers, including network executives who have
22 final approval over content.

23
24 22. Defendants followed identical or substantially identical payroll practices with
25 respect to their employment of plaintiffs on the Series. For each reality television series subject
26 to this suit, defendants hired plaintiffs based on a flat weekly pay rate. Once hired, plaintiffs
27 were required to falsify their time cards, either by simply signing blank time cards or by entering
28 pre-determined start and end times for each day of the week. In fact, plaintiffs worked far in

1 excess of 40 hours per week during virtually every week of their employment, but they never
2 received any premium overtime pay. In many instances, defendants attempted to conceal this
3 unlawful practice by reflecting fictitious overtime hours on plaintiffs' pay stubs. However, the
4 fictitious overtime hours were not based on actual hours worked by the employee during the
5 payroll period, nor was the overtime compensation based, as required by law, on the employee's
6 actual hourly rate (*i.e.*, the weekly rate divided by 40). Under this fraudulent scheme, plaintiffs
7 invariably received their flat weekly rate, regardless of the number of hours actually worked in
8 the pay period.

9
10 23. In the course of their employment on the Series, plaintiffs were routinely denied
11 appropriate meal periods as required by IWC Order No. 12-2000 § 11.

12
13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME**

15 (Labor Code § 510; IWC Order No. 12-2000 § 3)

16
17 24. Plaintiffs reallege and incorporate paragraphs 1 through 23, inclusive, as though
18 fully set forth herein.

19
20 25. Labor Code § 510(a) provides that "[a]ny work in excess of eight hours in one
21 workday and any work in excess of 40 hours in any one workweek and the first eight hours
22 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
23 less than one and one-half times the regular rate of pay for any employee."

24
25 26. Labor Code § 510(a) also provides that "[a]ny work in excess of 12 hours in one
26 day shall be compensated at the rate of no less than twice the regular rate of pay for an
27 employee."

28 ///

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

4
5 28. IWC Order No. 12-2000, § 3(A) provides that "employees shall not be employed
6 more than eight (8) hours in any workday or more than forty (40) hours in any workweek unless
7 the employee receives one and one-half (1½) times such employee's regular rate of pay for all
8 hours worked over forty (40) hours in the workweek."

9
10 29. IWC Order No. 12-2000, § 3(A)(1)(b) also provides that employers must
11 "[d]ouble the employee's regular rate of pay for all hours worked in excess of twelve (12) hours
12 in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th)
13 consecutive day of work in a workweek."

14
15 30. Plaintiffs have worked over 40 hours per week and over eight hours per day,
16 without receiving overtime pay as required under Labor Code § 510 and IWC Order No. 12-2000
17 § 3, and without being calculated according to Labor Code § 515(d).

18
19 31. Labor Code § 1194 provides for a private right of action to recover unpaid
20 overtime compensation, interest, attorney's fees, and costs of suit. Plaintiffs seek to recover all
21 unpaid overtime wages and interest due to them, as well as attorney's fees and costs, under this
22 section.

23
24 32. Labor Code § 558 and IWC Order No. 12-2000 § 20 provide for civil penalties, in
25 the amount of \$50 per initial violation for each underpaid employee, and \$100 per subsequent
26 violation for each underpaid employee, in addition to an amount sufficient to recover unpaid
27 wages. Plaintiffs seek to recover penalties on behalf of themselves and the people of the State of
28 California.

1 SECOND CAUSE OF ACTION

2 NON-PAYMENT OF WAGES EARNED

3 (Labor Code § 204)

4
5 33. Plaintiffs reallege and incorporate paragraphs 1 through 23, inclusive, as though
6 fully set forth herein.

7
8 34. Labor Code § 204 provides that employers must pay wages twice during each
9 calendar month, on regular paydays to be designated in advance.

10
11 35. Defendants failed to pay plaintiffs all wages earned in their employment on
12 regular paydays, as established by Labor Code § 204. Defendants' failure to pay includes, but is
13 not limited to, failing to pay all hours worked and failing to pay premium overtime rates.

14
15 36. Labor Code § 218 provides for a private right of action "for any wage claimant to
16 sue directly . . . for any wages or penalty due . . ." Plaintiffs seek to recover unpaid wages and
17 penalties under this section.

18
19 37. Labor Code § 210 provides civil penalties for violations of § 204 in the amount of
20 \$100 per initial violation, and for each subsequent violation or any willful or intentional
21 violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully
22 withheld. Plaintiffs seek to recover penalties for defendants' willful and intentional violations on
23 behalf of themselves and the people of the State of California.

24
25 38. Labor Code § 218.5 states that in "any action brought for the nonpayment of
26 wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award
27 reasonable attorneys' fees and costs to the prevailing party . . ." Plaintiffs seek to recover
28 attorneys' fees and costs under this section.

1 additional hour of pay at the employee's regular rate of compensation for each work day that the
2 meal period is not provided. Plaintiffs seek to recover compensation due to them under this
3 provision.

4
5 46. Labor Code § 558 and IWC Order No. 12-2000 § 20 provide civil penalties for
6 violations of the meal period requirement that result in underpayment. The employer shall be
7 penalized in the amount of \$50 per initial violation for each underpaid employee, and \$100 per
8 subsequent violation for each underpaid employee, in addition to an amount sufficient to recover
9 unpaid wages. Plaintiffs seek to recover penalties on behalf of themselves and the people of the
10 State of California.

11
12 47. Labor Code § 218.5 states that in "any action brought for the nonpayment of
13 wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award
14 reasonable attorneys' fees and costs to the prevailing party" Plaintiffs seek to recover
15 attorneys' fees and costs under this section.

16
17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

19 (Labor Code § 226)

20
21 48. Plaintiffs reallege and incorporate paragraphs 1 through 23, inclusive, as though
22 fully set forth herein.

23
24 49. Labor Code § 226(a) requires employers to provide employees an accurate
25 itemized wage statement semi-monthly or at the time of payment of wages. Such statement must
26 identify the employee and employer and reflect gross and net wages, hours worked, deductions
27 and inclusive dates. Failure to provide such a statement constitutes a misdemeanor under Labor
28 Code § 226.6.

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3. Civil penalties pursuant to Labor Code §§ 210, 226.3, 558, and 1174.5; and IWC Order No. 12-2000;

4. General, compensatory, and special damages, according to proof;

5. Punitive damages, according to proof;

6. Interest accrued on damages and penalties pursuant to Civil Code § 3287 and for the costs incurred in this action;

7. Reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 226(e), 558 and 1194; and

8. Such other relief as the Court deems proper.

Dated: August 3, 2005

ANTHONY R. SEGALL
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ROTHNER, SEGALL & GREENSTONE

By 
ANTHONY R. SEGALL
Attorneys for Plaintiffs

JURY TRIAL DEMAND

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

Dated: August 23, 2005

ANTHONY R. SEGALL
EMMA LEHENY
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By 
ANTHONY R. SEGALL
Attorneys for Plaintiffs