

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**DELIRIUM TV, LLC and KINETIC CONTENT,
LLC, Single and/or Joint Employers**

and

NICHOLAS THOMPSON, an Individual

and

RENEE POCHE, an Individual

**Case 18-CA-322098
18-CA-329487**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 18-CA-322098 and Case 18-CA-329487, which are based on a charge filed by Nicholas Thompson, an Individual (Charging Party Thompson), and a charge filed by Renee Poche, an Individual (Charging Party Poche), respectively, against Delirium TV, LLC (Respondent Delirium) and Kinetic Content, LLC (Respondent Kinetic), collectively referred to as Respondent, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The charges in the above cases were filed by the respective Charging Parties, as set forth in the following table, and served upon Respondent on the dates indicated by U.S. mail:

<i>Case No.</i>	<i>Amendment</i>	<i>Charging Party</i>	<i>Date Filed</i>	<i>Date Served</i>
18-CA-322098		Thompson	July 19, 2023	July 20, 2023
18-CA-322098	First	Thompson	September 25, 2023	September 27, 2023
18-CA-329487		Poche	November 6, 2023	November 7, 2023
18-CA-329487	First	Poche	February 12, 2024	February 15, 2024

2. (a) At all material times, Respondent Delirium has been a limited liability company with an office and place of business located at 11755 Wilshire Boulevard, Suite 2000 in Los Angeles, California, and has been engaged in the creation and production of television programs, including the *Love is Blind* series.

(b) At all material times, Respondent Kinetic has been a limited liability company with an office and place of business located at 11755 Wilshire Boulevard, Suite 2000 in Los Angeles, California, and has been engaged in the creation and production of television programs, including the *Love is Blind* series.

(c) At all material times, Respondent Delirium has been wholly owned by Respondent Kinetic.

(d) At all material times, Respondent Delirium and Respondent Kinetic have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations; and have held themselves out to the public as a single-integrated business enterprise.

(e) Based on its operations described above, Respondent Delirium and Respondent Kinetic constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

3. In addition to or in the alternative to paragraph 2 above:

(a) At all material times, Respondent Delirium and Respondent Kinetic have had a business relationship such that Respondent Delirium is the agent for Respondent Kinetic in connection with casting and hiring for Respondent Kinetic's productions, including the *Love is Blind* series.

(b) At all material times, Respondent Kinetic has exercised control over the labor relations policy of Respondent Delirium and administered a common labor policy with Respondent Delirium for the employees of Respondent Delirium.

(c) At all material times, Respondent Delirium and Respondent Kinetic have been joint employers of the employees of Respondent Delirium.

4. (a) In conducting its operations during the calendar year ending December 31, 2024, Respondent Delirium performed services valued in excess of \$50,000 in states other than the State of California.

(b) In conducting its operations during the calendar year ending December 31, 2024, Respondent Kinetic performed services valued in excess of \$50,000 in states other than the State of California.

(c) In conducting their operations during the calendar year ending December 31, 2024, Respondent Kinetic and Respondent Delirium collectively performed services valued in excess of \$50,000 in states other than the State of California.

(d) At all material times, Respondent Delirium and Respondent Kinetic have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

- Paria Sadighi - Respondent Kinetic Executive Vice President of Communications, Public Relations and Marketing
- Brit Kinnard - Respondent Kinetic Talent Relations Manager
- Diana Budninskiy - Respondent Kinetic Executive Director, Business and Legal Affairs
- Kelly Klecha - Respondent Kinetic Casting Manager
- Megan Feldman - Respondent Kinetic Casting Manager

6. (a) At all material times, cast members of Respondent’s *Love is Blind* series have been and are statutory employees within the meaning of Section 2(3) of the Act.

(b) Since at least January 19, 2023, and continuing, Respondent has intentionally misclassified its *Love is Blind* cast members, including Charging Party Thompson and Charging Party Poche, as non-employee “participants” thereby inhibiting them from engaging in Section 7 activity and depriving them of the protections of the Act.

(c) Respondent engaged in the conduct described above in subparagraph (b) to discourage employees from engaging in protected concerted activities.

7. (a) Since at least January 19, 2023, and continuing, Respondent has required employees to sign a “Participant Release and Agreement” (Participant Agreement) as a condition of their employment as part of Respondent’s production of *Love is Blind*.

(b) On about January 22, 2021, Respondent required Charging Party Thompson to sign the Participant Agreement (Thompson Participant Agreement).

(c) On about December 8, 2021, Respondent required Charging Party Poche to sign the Participant Agreement (Poche Participant Agreement).

8. Since at least January 19, 2023, and continuing, Respondent has maintained the below-cited provisions or substantially similar provisions in its Participant Agreements with employees employed on its *Love is Blind* productions:

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
(a)	Without limitation of any other term herein, I understand that Producer may remove me from consideration as a participant in the Program, and if I am selected to participate, may remove me from the Program and I will forfeit any chance to participate as well as any of the consideration that might otherwise be due to me hereunder, if any of my statements, disclosures, or representations are false, misleading or incomplete, if I break any promise, or if I fail to abide by this Agreement in any way. In that event, Producer and the Network, in their sole discretion, may make any explanation or announcement, on-air or otherwise, in order to explain or disclose any false statement(s) or broken promise(s) or failure to abide by this Agreement.	A: Page 1 B: Page 1
(b)	I will not apply or audition to appear on any television, internet, digital (including, without limitation, mobile, web-based show(s) or production(s)), broadcast, or any other show(s) or production(s) in any and all media know known or hereinafter created (“ Content Platform ”), while still being considered for the Program. In the event I am selected to be a participant in the Program, I shall immediately withdraw any pending application to participate in any other such show(s) or production(s).	A: Page 3; ¶3 B: Page 3; ¶3*

¹ Any citation to Poche’s Participant Agreement marked with an asterisk (“**”) contains language that while substantially identical to the language contained in Thompson’s Participant Agreement, is not identical. In those instances, the minor differences between the iterations of the Participant Agreements are not substantive or legally significant for purposes of this Consolidated Complaint.

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
(c)	I agree that my appearance as a participant on the Program is not a performance and is not employment and is not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, workers ’ [sic] compensation benefits, or other compensation under any such collective bargaining agreement or otherwise. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and Producer or between me and the Network, nor shall I be deemed Producer’s or the Network’s agent for any purpose	A: Page 3; ¶5 B: Refer to subparagraph (d) below.
(d)	I agree that my appearance as a participant on the Program is not a performance and is not employment and is not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, workers ’ [sic] compensation benefits, or other compensation under any such collective bargaining agreement or otherwise. In the event my appearance as a participant on the Program becomes subject to any union or guild collective bargaining agreement, Producer may credit, apply, and offset, to the extent permitted under applicable union or guild rules, on hundred percent (100%) of any and all compensation and fees provided to me hereunder against any residuals and any other payments otherwise due under the applicable union or guild collective bargaining agreement. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and Producer or between me and the Network, nor shall I be deemed Producer’s or the Network’s agent for any purpose	A: Refer to subparagraph (c) above. B: Page 3; ¶5
(e)	I acknowledge and agree that if I should discontinue my participation in the Program and/or take any action that would render me ineligible or otherwise unable to participate in the Program at any time after the execution of this Agreement, Producer would suffer significant cost and expense as a result of such discontinuation and/or action. I also recognize that proof of damages suffered by Producer in the event of such discontinuation will be costly, difficult, and/or inconvenient. Accordingly, if I wish to discontinue my participation in the Program at any time after I execute this Agreement, I will immediately discuss my reasons with Producer. If Producer determines, in its reasonable discretion, that my desire to discontinue my participation on the Program is for other than an acceptable and legitimate reason (e.g., concern for my physical	A: Page 4; ¶8 B: Page 4; ¶8

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	safety, extreme personal emergency, or any similar event beyond my control such as a death in the family), I agree to pay Producer the sum of fifty thousand dollars (\$50,000) as liquidated damages in the event I nevertheless discontinue my participation in the Program or take any action that would render me ineligible or otherwise unable to participate in the Program. I agree that fifty thousand dollars (\$50,000) is a reasonable estimate of the amount of damages Producer is likely to suffer in the event of any such discontinuation, considering all of the circumstances existing as of the date of this Agreement.	
(f)	I acknowledge and agree that all of the information that I have provided to Producer is true, accurate, and complete. I agree that Producer may disclose any and all of the information provided by me to any person for any purpose, on or off-air. I understand and acknowledge that providing false, misleading or incomplete information to Producer may result in my elimination from the Program in Producer's sole discretion, and the forfeiture by me of any Stipend (defined hereafter) payment(s) and/or any other consideration.	A: Page 4; ¶10 B: Page 4; ¶10*
(g)	I acknowledge that, if selected as a participant, my participation on the Program will signify that I have agreed to abide by and comply with any and all reasonable instructions and requirements that Producer may notify me of at any time during production, and if I fail to do so, such failure may result in my immediate elimination from the Program and forfeiture of any consideration (including, without limitation, the Stipend), even if already delivered to me, in Producer’s sole discretion. I further agree that Producer’s decision(s) on all matters relating to the Program, the evaluation process and/or results and/or the production, shall be within Producer’s sole control and shall be final and binding on me in all respects. I understand that as a Participant on the Program, I may be separated from, and may be unable to contact for certain periods of time, my friends and family, as well as unable to interact with my regular environment during certain production periods for the Program (emergency exceptions being made subject to approval by Producer). In connection therewith, Producer will provide a contact number that my friends and/or family may call in case I need to be reached in an emergency.	A: Page 4; ¶11 B: Page 4; ¶11*
(h)	I shall timely cooperate with and assist Producer in obtaining any and all releases and clearances that may be reasonably requested, such as, without limitation, from my family members, friends, co-	A: Page 5; ¶14 B: Page 5; ¶14

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	workers, and prospective wedding guests. I shall not inform anyone (“Third Party”) who is not associated with Producer, Network or the Program of the concept and format of the Program, or that I am under consideration as a participant in the Program, unless and until such Third Party has executed an appropriate confidentiality agreement in a form provided by Producer. I understand that wedding guests and anyone directly involved in wedding preparations and/or in any other activities in connection with the Program will be required to execute personal appearance releases in a form provided by Producer to allow filming and to maintain confidentiality.	
(i)	In addition, I warrant and represent that, prior to the date of this Agreement, I have not engaged in conduct violating Federal, state or local law(s) and have not committed any act or acts of moral turpitude which might violate community standards of the Network’s viewers and advertisers in the United States and, if publicly revealed, would result in widespread public disrepute for Producer, the Network and/or its programming services’ sponsors or subject them to scandal or ridicule. I acknowledge that, in entering into this Agreement, the Network and Producer are acting in reliance upon my warranty herein. If, in Producer’s good faith determination, I have engaged in conduct or otherwise participated in any situation or occurrence that brings me into public disrepute, contempt, ridicule, or scandal, or that reflects or would reflect unfavorably upon Producer (or its assigns or licensees) or the Program, then Producer (or its assigns or licensees) shall have the right to suspend and/or terminate my services and Producer’s obligations hereunder which shall be Producer’s only remedies pursuant to this paragraph. If Producer elects to terminate my services and Producer’s obligations hereunder pursuant to this paragraph, then the applicable compensation which has accrued pursuant to Paragraph 49 of the Agreement as of the date of termination which has been paid or is payable for services rendered as of the date of termination shall constitute full payment by Producer for all services rendered and rights granted to Producer hereunder.	A: Does not appear. B: Page 7; ¶21
(j)	I agree to timely cooperate with, and to follow, all of Producer’s directions and instructions in all matters, which shall be final. In addition, I agree that Producer’s decisions on all matters relating to the Program (including without limitation, eligibility determinations, participant and/or alternate selection, participant	A: Page 7; ¶21 B: Page 7; ¶22*

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	removal, Program production, technical difficulties, the awarding of any and all consideration to any participants, and decisions regarding the creation and implementation of terms and conditions governing the Program and the manner in which the Program is produced) are within Producer’s sole control and are final and binding on me in all respects. In addition, if any activity on the Program is halted for any reason, I agree to abide by Producer’s decision regarding the resumption of the activity, if any, and the Released Parties (defined hereafter) will not be liable for any costs, losses or claims caused by any interruption or by Producer's not proceeding with the production. I understand that Producer reserves the right, in its sole discretion, to change, add to, delete from, modify or amend any and all of the terms and conditions of the Program affecting the conduct of the participants on the Program and/or the Program activities.	
(k)	Access. Subject to applicable law, I hereby grant Producer, Network, and all of their respective assigns, each individually and collectively, “Assignee,” the right to videotape, film, portray, photograph and otherwise record me, my actions and my voice (and other sound effects) on, and up to, a 24-hours-a-day, 7-days-a-week basis in the course of my actual life, whether by requesting me to wear a micro hone [sic] which Producer may require at its sole discretion) or not. I acknowledge and understand that during filming of the Program, cameras and other audio and/or video recording devices may be placed in and around any and all private, semi-public and public areas to which I may have access (including, without limitation, in any doctor’s offices and hospitals) for the purpose of capturing portions of the Program, and that such cameras and other recording devices may record events, conversations, actions, reactions and/or other information which would otherwise be private, personal and/or confidential in nature. I acknowledge and understand that in connection with the taping of the Program, I shall have no expectation of privacy and I agree that I may be observed and/or taped at any time and in any place.	A: Pages 7-8; ¶23(b) B: Page 8; ¶24(b)*
(l)	(a) I understand and acknowledge that Producer may cancel production of the Program at any time, for any reason, in its sole discretion. In addition, I understand that the commencement of production, the production, and the completion of production of the Program may be delayed, suspended, terminated or abandoned by Producer at any time in its sole discretion and for any reason	A: Page 8; ¶24(a) B: Page 9; ¶25(a)*

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>whatsoever, including, without limitation, due to events within Producer’s control or due to events beyond Producer’s control. If production of the Program is abandoned or terminated for any reason, no Stipend or other consideration will be given to any participant, and I understand that, in such event, I will forfeit my Stipend or any other consideration. I also understand that Producer may evacuate one or more participants from the production location for safety or other reasons in its sole discretion, that any such evacuation will terminate the evacuated participants’ participation in the Program, that no further consideration will be given to any participant so evacuated, and that if I am evacuated, I will forfeit my Stipend or any other consideration. The waivers, releases, and indemnities set forth in this Agreement and any other agreement that I have executed or that I may execute in connection with the Program expressly apply to any such delay, suspension, termination, or abandonment of production of the Program, to any such evacuation, and to any such forfeiture.</p>	
(m)	<p>(a) I acknowledge that Producer may, at any time and in its sole discretion, add, remove or replace participants for any reason or no reason whatsoever. Without limiting the foregoing, I further acknowledge that Producer reserves the right to remove a participant from the Program at any time if Producer determines, in its sole discretion, that a participant’s continued participation in the Program is detrimental to that participant’s health, safety or well-being, or detrimental to the health, safety or well-being of others or detrimental to the production or the Program. I also understand and agree that if I refuse to sign any further releases, consents, documents, agreements or authorizations as are required by Producer, I may not be permitted to participate further in the participant selection process and/or the Program.</p>	<p>A: Page 8; ¶25(a) B: Page 9; ¶26(a)*</p>
(n)	<p>Without limiting the foregoing, I further understand that Producer may eliminate me from participation in the Program at its sole discretion in the event I am found to be acting: (i) in a disruptive or uncooperative manner; (ii) with the intent to disrupt or undermine the legitimate operation of the production; (iii) in a manner designed to annoy, abuse, threaten, harm or harass any other person or in a manner that has such effect; (iv) in a manner that reflects unfavorably upon Producer, Network or any of their respective employees or any other participant; or (v) in a manner that causes Producer, Network or any of their respective employees or any other participant to fall into public disrepute or</p>	<p>A: Page 8; ¶25(b) B: Page 10; ¶26(b)</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	scandal, as determined by Producer in its sole discretion. I agree and acknowledge that in the event that I possess any weapons (e.g., guns or knives other than kitchen knives), any and all such weapons will be kept in a place that is inaccessible during production, such as a locked cabinet.	
(o)	I understand and acknowledge that if this Agreement is terminated for any reason, or if I withdraw from the Program at any time, am removed by Producer at any time in its sole discretion, or if the Program does not air (collectively, “ Non-Participation ”) no such Non-Participation will affect my confidentiality obligations under this Agreement, or any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement. In addition, and without limiting the foregoing, in the event such Non-Participation is due to my breach, I will forfeit my Stipend and/or any other consideration, I may be required to reimburse Producer for certain expenses, as determined by Producer in its sole discretion, and Producer may require me to forfeit any consideration I may have been given (even if already delivered). No Non-Participation or forfeiture of any consideration will affect my underlying grant of rights, representations, warranties, obligations, commitments, releases, indemnities or confidentiality obligations. Nothing contained herein shall be construed as limiting Producer’s absolute right to remove and/or replace a participant at any time in its sole and absolute discretion.	A: Page 9; ¶25(d) B: Page 10; ¶26(d)
(p)	I understand and agree that I am prohibited from wearing any apparel in the Program that contains any logos or trademarks unless such apparel has been specifically provided to me or approved in advance by Producer. Furthermore, I understand and agree that neither I nor anyone acting on my behalf shall at any time use any of Producer’s or Network’s names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer’s or Network’s related or affiliated entities, for any purpose or in any manner whatsoever, without Producer’s and the Network’s advance written consent. I further understand and agree that during my appearance in and in connection with the Program, Producer in its sole discretion may require me to wear clothing, costumes, accessories, and/or makeup selected by Producer.	A: Page 9; ¶26 B: Page 10; ¶27
(q)	I shall cooperate fully with Producer during the approximately two (2) week blind date period during production of the Program where I will attempt to find, create and establish a romantic connection	A: Page 10; ¶29 B: Page 11; ¶30

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>with other Participants. During this time, I acknowledge and understand that I will be living at a production-related accommodation for 24-hours a day, without access to a telephone, internet, or any other communication devices without Producer approval and supervision and that I agree not to bring my cell phone, laptop, iPad or any other device to the production location and if I do I shall leave same with the Producer passcode protected. I understand that the purpose of the experiment is to find a fiancé/Partner and propose and/or accept a marriage proposal without having seen my fiancé/Partner. If I propose and/or accept a proposal, I agree to appear and show up at the altar at my wedding. Notwithstanding, the decision to get married or not is my sole decision. Failure to appear and show up at the altar at my wedding will be considered a discontinuation of my services under Paragraph 8 and all damages under this Agreement shall be in full force and effect.</p>	
(r)	<p>I understand and acknowledge that any and all expenses, goods and/or services that Producer has agreed to provide in connection with the wedding, vacation expenses, the Stipend and/or the Producer assisted mediated divorce is conditioned at all times upon my not being in breach or default of the Agreement, as well as all of the relevant terms and conditions of the Agreement; all at the sole discretion of Producer.</p>	<p>A: Page 13; ¶45 B: Page 14; ¶46</p>
(s)	<p>If I am selected as a participant and provided I am not in breach of the terms and conditions of this Agreement, Producer will provide me a weekly stipend (“Stipend”) of up to Eight Thousand Dollars (USD \$8,000) dependent on the length of my participation in the Program and at Producer’s sole discretion, payable as follows: (i) One Thousand Dollars (\$1,000) for my participation in week 1; (ii) One Thousand Dollars (\$1,000) for my participation in week 2; and (iii) One Thousand Dollars (\$1,000) per week for my participation in weeks three (3) through approximately eight (8) (if applicable). Except as otherwise provided for hereunder, I understand that I will be responsible for any and all expenses I may incur in connection with my participation in the Program, including, without limitation, any travel within the greater Chicago area (including the metropolitan area and suburbs) that may be required in connection with my participation in the Program (including, without limitation, the participant selection process), and Producer will be responsible for any reasonable expenses related to any</p>	<p>A: Page 13; ¶48 B: Refer to subparagraph (t) below.</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	travel that may be required by Producer outside of the greater Chicago metropolitan area and suburbs. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such travel (whether provided by me or by Producer), which shall be at my sole risk.	
(t)	If I am selected as a participant and provided I am not in breach or default of the terms and conditions of this Agreement, upon commencement of production of the Program and contingent upon each week in which I participate in the Program, Network’s acceptance of delivery of each episode(s) of the Program in which I appear, and at Producer’s sole discretion, Producer will provide me a total cumulative amount of up to Eight Thousand Dollars (USD \$8,000) (“ Stipend ”) dependent on the length of my participation in the Program and at Producer’s sole discretion, payable as follows: (i) One Thousand Dollars (\$1,000) for my participation in week 1; (ii) One Thousand Dollars (\$1,000) for my participation in week 2; and (iii) One Thousand Dollars (\$1,000) per week for my participation in weeks three (3) through approximately eight (8) (if applicable). For the avoidance of doubt, under no circumstances shall the Stipend exceed Eight Thousand Dollars (\$8,000). Except as otherwise provided for hereunder and preapproved by Producer in writing, I understand that I will be responsible for any and all expenses I may incur during and/or in connection with my participation in the Program, including, without limitation, any travel within the greater Houston, Texas area (including the metropolitan area and suburbs) that may be required in connection with my participation in the Program (including, without limitation, the participant selection process), and Producer will be responsible for any reasonable expenses related to any travel that may be required by Producer outside of the greater Houston, Texas metropolitan area and suburbs. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such travel (whether provided by me or by Producer), which shall be at my sole risk. Payment of the Stipend shall be subject to Producer’s receipt of (i) a fully-executed copy of this Agreement, and (ii) my applicable and approved payroll documents (including, without limitation, a Form I-9).	A: Refer to subparagraph (s) above. B: Page 14-15; ¶49(a)
(u)	Provided that (i) I am not in breach of this Agreement; (ii) I have complied with all of Producer’s guidelines and rules, and all	A: Page 13; ¶49(a)

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	eligibility requirements; and (iii) Producer actually selects me to participate in the Program as a participant, I shall be eligible to receive and/or be the beneficiary of any and all consideration specified by Producer (including, without limitation, the Stipend). Other than the Stipend, the exact amount, nature and make-up of any such consideration, shall be at Producer’s sole discretion, which I will be informed of upon receipt of such instructions as Producer may provide prior to the start of the production and/or during production.	B: Page 15; ¶50(a)
(v)	I shall not advertise or otherwise disclose my being provided with the Stipend and/or any other consideration. I shall not have the right to assign any consideration I may receive or be entitled to receive to any person or entity prior to receipt.	A: Page 14; ¶50 B: Page 15; ¶51
(w)	The award of any and all consideration (including, without limitation, the Stipend) remains at all times subject to Producer’s verification of my eligibility, my not being in breach of this Agreement or any other agreement that I have executed or may execute in connection with the Program, and is contingent upon my timely signing all documentation as requested and presented by Producer. I hereby release, forever discharge, indemnify, and hold harmless the Released Parties of liability for any taxes or fees owed in connection with the payment to me of any consideration (including, without limitation, the Stipend).	A: Page 14; ¶51 B: Page 15; ¶52*
(x)	I understand, acknowledge and agree that during my participation in the Program, I have no expectation of privacy and that any and all of my conversations, statements and actions during the production periods of the Program may be recorded and used in and in connection with the Program, any advertising and promotion thereof, and all ancillary and derivative materials related thereto. I shall not collude or collaborate with any other individual(s) with regard to my participation in the Program unless expressly authorized by Producer.	A: Page 14; ¶52(a) B: Page 15; ¶53(a)
(y)	I ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE TO ME BY PRODUCER REGARDING MY QUALIFICATIONS OR ABILITY TO PARTICIPATE IN THE PROGRAM. I ACKNOWLEDGE I HAVE THE RIGHT, AND THE DUTY TO REPORT TO THE PRODUCER ANY BREACH OF SAFETY RULES OR PROTOCOLS AS INSTRUCTED BY PRODUCER, OR ANY BEHAVIOR OR CIRCUMSTANCES	A: Page 17; ¶56 B: Page 19; ¶57

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	THAT I BELIEVE MIGHT ENDANGER ANYONE ON THE PRODUCTION CREW, INCLUDING CAST AND MYSELF, OR OF THE PRESENCE OF ANY ILLEGAL DRUG(S.)	
(z)	I understand and agree that all publicity in connection with the Program is under the sole control of Producer and Network. Except as otherwise authorized in advance and in writing by Producer and Network, I will not myself, or authorize others to, advertise or promote my application for or appearance on the Program or receive or generate any monetary advantage from my appearance on the Program. During the Exclusive Period (defined hereafter), and without limitation of any of the terms of my obligations under this Agreement), I shall not, on my own behalf or for any third parties, consent to or participate in any publicity, interviews, or any other contact with any media whatsoever, whether or not related to the Program, without the prior written approval of Producer and Network, which may be granted or declined in their sole discretion.	A: Page 18; ¶57(a) B: Page 19-20; ¶58(a)*
(aa)	Without limiting the foregoing in any respect, I shall not directly or indirectly consent to or participate in any publicity or interviews, or have any other contact with any media whatsoever, related to the Program without authorization in advance and in writing by Producer and Network, which may be granted or declined in their sole discretion. Furthermore, I acknowledge and agree that I shall not make any derogatory comments or statements of any kind in any media regarding any of the following: Producer (including, but not limited to, its employees and/or agents), Network (including, but not limited to, its employees, agents, its programming services and/or any of its programming), and/or the Program (including, but not limited to, any of the other participants and/or the production thereof). Unless otherwise explicitly stated herein, I acknowledge and agree that my obligations with respect to publicity, interviews and media contact as set forth in this Paragraph shall continue in perpetuity. In no event will I have the right to terminate my publicity obligations. Without limiting the foregoing, I shall allow Producer to monitor any and all social media accounts, blogs, vlogs or similar activities that I may engage in, and upon request, I shall remove any and all posts, photos and other materials that Producer instructs me to remove.	A: Page 18; ¶57(b) B: Page 20; ¶58(b)
(bb)	In order to effectuate the terms of this Agreement, I understand, acknowledge and agree that if I am selected as a participant in the Program and matched with a Partner, I will deactivate any and all	A: Page 18; ¶57(c)

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>of my social media accounts for the period of ninety (90) days prior to the initial broadcast of the first episode of the season of the Program in which I appear (“Black-Out Period”), and I shall only communicate on social media regarding the Program and/or my participation during the broadcast period and thereafter with the prior approval of Producer in each instance. In the event that one or more of my social media accounts cannot be de-activated, then during the Black-Out Period, I agree to change the settings of such account(s) to the most private settings allowed, and I shall not accept or allow any new “friends” or “followers” or similar designations of participants who can view and/or comment on and/or participate in my social media account(s). Without limiting the generality of the foregoing, I shall not communicate on social media regarding the Program and/or my participation in any manner during such Black-Out Period.</p>	<p>B: Page 20; ¶58(c)*</p>
(cc)	<p>I understand that any appearance that I may make on the Program and/or in connection with any Program-related activities in which I may participate (including, without limitation, the participant evaluation and selection process) is strictly for the purpose of participating in the Program. I shall keep in strictest confidence and shall not directly or indirectly disclose to any party at any time (i.e., prior to, during, or after the taping or broadcast of any episode of the Program) any information, trade secrets or other materials of any kind, that I read, hear, observe or otherwise acquire or learn in connection with or as a result of my participation in the Program, including without limitation, any information or materials concerning or relating to the business and creative affairs of Producer, the Network, the Program, any other participants, the application process to be a participant on the Program, the production methods of Producer, the amount of any consideration I may receive, elements of the format and production of the Program, the events contained in the Program, any information whatsoever relating to any events and/or activities recorded in connection with and/or presented in the Program, the outcome of any episode of the Program and/or any events depicted in and/or recorded for the Program, or the contents of this Agreement or any other agreement or document that I sign, have signed or receive from Producer at any time (collectively, the “Confidential Information and Materials”). Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any</p>	<p>A: Page 18; ¶58</p> <p>B: Expanded version of this language included in subparagraph (dd) below.</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	visual work, including, without limitation, any website or information on the internet, that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information and Materials. I acknowledge and agree that the Confidential Information and Materials are confidential and the exclusive property of Producer and/or Network. I acknowledge and agree that my obligations with respect to confidentiality as set forth in this Paragraph of the Agreement shall continue in perpetuity. In no event will I have the right to terminate my confidentiality obligations under this Agreement.	
(dd)	I understand that any appearance that I may make on the Program and/or in connection with any Program-related activities in which I may participate (including, without limitation, the participant evaluation and selection process) is strictly for the purpose of participating in the Program. The terms of this Agreement, as well as any conversations that I may have with the Network, Producer, its employees or agents, including but not limited to those relating to potential merchandising or ancillary business opportunities) [sic] are confidential, and neither I nor my representatives shall discuss such matters (except with my attorney/agent/accountant who agree to be bound by this confidentiality provision), nor issue any publicity releases or make any statements or announcements to the press regarding my engagement hereunder and/or the production of the Program without the express prior written permission of a Network officer (email sufficient). I shall keep in strictest confidence and shall not directly or indirectly disclose to any party at any time (i.e., prior to, during, or after the taping or launch of any episode of the Program) any information, trade secrets or other materials of any kind, that I read, hear, observe or otherwise acquire or learn in connection with or as a result of my participation in the Program, including without limitation, any information or materials concerning or relating to the business and creative affairs of Producer, the Network, the Program, any other participants, the application process to be a participant on the Program, the production methods of Producer, the amount of any consideration I may receive, elements of the format and production of the Program, the events contained in the Program, any information whatsoever relating to any events and/or activities recorded in connection with and/or presented in the Program, the outcome of any episode of the Program and/or any events depicted in and/or recorded for the Program, or the contents of this	A: Refer to subparagraph (cc) above. B: Page 20-21; ¶59

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>Agreement or any other agreement or document that I sign, have signed or receive from Producer at any time (collectively, the “Confidential Information and Materials”). Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work, including, without limitation, any website or information on the internet, that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information and Materials. I acknowledge and agree that the Confidential Information and Materials are confidential and the exclusive property of Producer and/or Network. I acknowledge and agree that my obligations with respect to confidentiality as set forth in this Paragraph of the Agreement shall continue in perpetuity. In no event will I have the right to terminate my confidentiality obligations under this Agreement.</p> <p>Furthermore: (i) I may not use or otherwise reference involvement with Producer, the Network or the Program in any manner or media whatsoever (including, without limitation, on any Social Media platforms) without the prior written approval of an officer of the Network (which the Network may withhold in its discretion); and (ii) I shall not, nor shall anyone acting on behalf of me, at any time use any of Producer’s or Network’s or its programming services’ names, logos, trade names or trademarks (including, but not limited to, the title of the Program or any logos or marks related to the Program), or those of any Producer’s or the Network’s related entities, or any word(s), catchphrases, slogans, verbal expressions or terms that have become associated with the Program or any participant therein, for any purpose or in any manner whatsoever, without the prior written approval of an officer of the Network (which the Network may withhold in its discretion). I acknowledge and understand that I shall not make any derogatory comments or statements of any kind in any media regarding any of the following: Producer (including, but not limited to, its employees and/or agents), the Network (including but not limited to its employees, agents, its programming services and/or any of its programming), and/or the Program (including but not limited to any of my fellow participants and/or the production thereof). I acknowledge and agree that I shall never make use of any “Social Media” (e.g., Facebook, Twitter, Flickr, Tumblr, Instagram, Viggie, YouTube, LinkedIn Google+, Pinterest, or any similar social media and/or social networking source, platform,</p>	

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>technology, application, outlet or website), in connection with the Program whatsoever (including, but not limited to, mentioning Producer, the Network, any of its programming services, and/or any of their executives and/or agents) without the Network’s prior written approval. I agree to comply with the terms of use of any Social Media websites that I am expressly permitted to use hereunder. For the sake of clarity, nothing in this paragraph is meant to prohibit me from exercising my rights under Section 7 of the National Labor Relations Act. Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work, including, without limitation, any website or information on the internet, that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information and Materials. I acknowledge and agree that the Confidential Information and Materials are confidential and the exclusive property of Producer and/or Network. I acknowledge and agree that my obligations with respect to confidentiality as set forth in this Paragraph of the Agreement shall continue in perpetuity.</p>	
(ee)	<p>I recognize that a breach by me of my Publicity and/or Confidentiality obligations as set forth herein would cause Producer and Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and Network shall be entitled to injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of my Publicity and/or Confidentiality obligations as set forth herein. I also recognize that proof of damages suffered by Producer and Network in the event that I breach such obligations will be costly, difficult, or inconvenient to ascertain. Accordingly, and without limitation of any other remedy available to Producer and/or Network, I agree to pay Producer and Network the sum of One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income and/or consideration that I may receive in connection with my breach as liquidated damages in the event I breach my Publicity and/or Confidentiality obligations as set forth herein prior to the initial broadcast of the last episode of the Program in which I appear. I agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income and/or consideration that I may receive in connection with my</p>	<p>A: Page 19; ¶59 B: Page 21; ¶60*</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	breach is a reasonable estimate of the amount of damages Producer and Network are likely to suffer in the event I breach my Publicity and/or Confidentiality obligations as set forth herein prior to the initial broadcast of the last episode of the Program in which I appear, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless Producer, Network, each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) that in any way arise out of or result from my breach of my Publicity and/or Confidentiality obligations as set forth herein.	
(ff)	I agree that, for the period commencing with the date of this Agreement and continuing through and including one (1) year after the initial broadcast of the last episode of the Program in which I appear (the “ Exclusive Period ”), all of my media services and appearances (including, without limitation, all forms of over-the-air free television, exhibition by cable and pay cable, direct broadcast satellite service, radio, print, internet and/or motion pictures) will be exclusive to Network with respect to reality, unscripted, game, competition, talk and documentary productions, and that I will not be permitted to give interviews, render services, license or permit use of my name, voice or likeness, or make appearances (whether or not for compensation) in any and all forms of media (including, but not limited to, on, in or in connection with television programming, commercials, the internet, blogs, vlogs, radio, podcasts, autograph signings or photo sessions, etc.) on my own behalf or for any third party. Also, without limiting the foregoing, I agree that I shall not at any time (i.e., both during the Exclusive Period and thereafter), publish, refer to or exploit my association with or appearance on the Program in connection with the promotion of any goods or services without Producer’s and Network’s written consent (which consent may be given or withheld at Producer’s and Network’s sole discretion).	A: Page 19; ¶60 B: Refer to subparagraph (gg) below.
(gg)	I agree that, for the period commencing with the date of this Agreement and continuing through and including the date that is the latter of (i) twelve (12) months following the initial exhibition of the last episode of the Program in which I appear, and (ii) twelve (12) months following the expiration of the last option (the	A: Refer to subparagraph (ff) above. B: Page 22; ¶61

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	<p>“Exclusive Period”), I shall be exclusive to Producer and Network (as on-camera talent, producer, or otherwise) in all forms of reality-based, unscripted, game, competition, talk, alternative programming, and documentary productions (including, without limitation, all forms of talk, variety, sketch, over-the-air free television, exhibition by cable and pay cable, direct broadcast satellite service, radio, print, internet and/or motion pictures) and content in any and all forms of media whether now known or hereafter devised. I further agree that I will not be permitted to give interviews, render services, license or permit use of my name, voice or likeness, or make appearances (whether or not for compensation) in any and all forms of media (including, but not limited to, on, in or in connection with television programming, commercials, the internet, blogs, vlogs, radio, podcasts, autograph signings or photo sessions, etc.) on my own behalf or for any third party. During the Exclusive Period, I shall not directly or indirectly (e.g., through my business) endorse, or render services in connection with any endorsement for, any product or service competitive to (i) any sponsor whose products or services are integrated into the Program; (ii) any sponsor with whom Network has arranged for commercial tie-ins for the Program; and (iii) any merchandise (e.g., a product or service reasonably associated with the Program) without Network’s prior approval (such approval not to be unreasonably withheld); and/or (iv) the Network service. Also, without limiting the foregoing, I agree that I shall not at any time (i.e., both during the Exclusive Period and thereafter), publish, refer to or exploit my association with or appearance on the Program in connection with the promotion of any goods or services without Producer’s and Network’s written consent (which consent may be given or withheld at Producer’s and Network’s sole discretion). During the Exclusive Period, my obligations for the Program shall be in first priority over all other obligations and permitted services, which shall not interfere with my obligations hereunder. I may not parody or disparage the Network or the Program for or to any third party and/or in connection with any services for any third party.</p>	
(hh)	<p>I, and the other Releasing Parties agree that I will not bring or be a party to any legal action or claim against the Released Parties, or any of them, or initiate any proceedings based upon, relating to or arising out of the Released Claims.</p>	<p>A: Page 21; ¶64 B: Page 24; ¶65</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
(ii)	<p>I, and the other Releasing Parties, irrevocably agree to defend, indemnify and hold harmless each of the Released Parties from any and all claims caused by or arising out of my participation in and in connection with the Program, including, without limitation, claims arising out of, relating to or in connection with:</p> <p>(a) my acts, statements and/or omissions in connection with the Program, the application process, and my preparation for, participation and appearance in, or my elimination from the Program;</p> <p>(b) my failure to follow the instructions of Producer or any of its officers, agents, representatives or employees, or anyone connected with the Program;</p> <p>(c) any breach or alleged breach of any of [sic] representation, warranty, covenant, undertaking, promise or obligations made by me in connection with the Program, my application for the Program and/or this Agreement;</p> <p>(d) my possession, use, non-use or misuse of any consideration or my failure to pay any taxes with respect to any or all consideration; and</p> <p>(e) the use or exploitation by Producer or Network or any of their respective licensees or assigns of any of the rights I have granted herein.</p>	<p>A: Page 21; ¶66</p> <p>B: Page 24; ¶67</p>
(jj)	<p>Both Producer, on behalf of itself and Network, and I acknowledge, understand and agree that if any dispute, controversy or claim arising out of or relating to this Agreement, the breach of any term hereof, or any effort by any party to enforce, interpret and/or construe, rescind, terminate or annul this Agreement, or any provision thereof, including without limitation the applicability of this arbitration provision, and any and all disputes or controversies relating in any manner to my appearance on or participation in and in connection with the Program that are not otherwise barred or released pursuant to the terms of this Agreement (collectively “Matters”) cannot be resolved through direct discussions, the parties agree to endeavor first to resolve the Matters by mediation conducted in the County of Los Angeles and administered by JAMS. (Notwithstanding the foregoing, if any party files suit in court, the other party or parties need not demand mediation to enforce the right to compel arbitration.) If any Matter is not otherwise resolved through direct discussions or mediation, as set forth above, then the parties agree that it shall be resolved by binding arbitration conducted in accordance with the</p>	<p>A: Page 22; ¶67</p> <p>B: Page 25; ¶68*</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	Streamlined Arbitration Rules and Procedures of JAMS, through its Los Angeles, California office or its Chicago, Illinois office, as Producer may elect.	
(kk)	<p>In agreeing to arbitration, the parties acknowledge that we have waived the right to a jury trial. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall be a retired judge of a state or federal court, experienced in entertainment disputes with at least 15 years of experience, and selected from JAMS ’ [sic] panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this Paragraph. The parties and their witnesses agree that the mediation and arbitration proceedings, testimony, discovery and documents filed and/or produced in the course of such proceedings, including the fact that the mediation or arbitration is being conducted, will be maintained as confidential by the parties and will not be disclosed to any third party, except the mediator(s), arbitrator(s) and their staffs, the JAMS and its staff, the parties ’ [sic] attorneys and their staff, and any experts retained by the parties. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be sealed, except as necessary to obtain court confirmation of the arbitration award. Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder. Upon conclusion of any arbitration proceedings hereunder, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision he or she has reached and shall deliver such documents to each party to the agreement along with a signed copy of the award in accordance with section 1283.6 of the California Code of Civil Procedure. The parties agree that the arbitrator’s ruling in the arbitration shall be final and binding and not subject to appeal or challenge. Judgment upon an award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. The parties agree that the arbitrator is not authorized to award any punitive or exemplary damages whatsoever and the parties will not seek to collect or enforce any part of any award inconsistent with this limitation on</p>	<p>A: Page 22; ¶68 B: Page 25; ¶69</p>

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
	the authority of the arbitrator. The arbitrator will not have the power to allocate to one party the payment of the other party’s fees, expenses or attorney’s fees, absent a finding of bad faith.	
(ll)	My remedies for any breach of this Agreement by producer or others will be limited to damages, if any, and in no event will I be entitled, and I hereby waive any right, to rescind this Agreement or any of the rights granted herein, or to seek or obtain (including, without limitation, through any arbitration proceeding) injunctive or any other equitable relief. I hereby acknowledge and agree that my sole remedy for claimed injuries arising out of this Agreement shall be to seek monetary damages, if any, and that such remedy is adequate and sufficient.	A: Page 23; ¶70 B: Page 26; ¶71
(mm)	I shall not at any time use any of Producer’s or the Network’s names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer’s or the Network’s related companies.	A: Page 24; ¶74 B: Page 27; ¶76
(nn)	I acknowledge that: (a) Producer will collect, use and store personal data provided by me (including but not limited to my name, address, email address, government ID, banking and insurance information and sensitive personal data such as race or ethnic origin, health conditions [in the event Producer requires medical records or an exam in connection with the production], criminal convictions and history [in the event Producer requires a background check in accordance with its policies], and trade union information) for purposes connected with this Agreement, as well as Producer’s legal and regulatory obligations in the normal course of a production (for example, as part of completing customary tax, immigration and insurance documents, and other customary start paperwork); (b) this may involve transfer or disclosure to third parties such as IT service providers; (c) transfer may be to countries that may not provide the same level of protection to personal data as that provided by my home country, but in such instances Producer shall use reasonable efforts to have in place adequate measures to ensure the security of the personal data. More detailed information about Producer’s processing of personal data and my rights is available upon request from Producer.	A: Does not appear. B: Page 27; ¶77
(oo)	I will cooperate with Producer and will take steps which Producer reasonably requests to evidence or protect Producer's rights hereunder.	A: Page 24; ¶75 B: Page 27; ¶78

	Provision	Citation to Thompson (“A”) and Poche (“B”) Participant Agreements¹
(pp)	I agree to execute such further documents and instruments (including, without limitation, additional releases, consents, agreements and authorizations) and do any acts or deeds as Producer may reasonably request in order to effectuate this Agreement or otherwise required to evidence or protect Producer's rights hereunder or otherwise required in connection with my participation in the Program. If I fail or am unable promptly to execute any such documents or instruments, I hereby irrevocably appoint Producer as my attorney-in-fact to execute and file any such documents or instruments or do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that Producer's rights under this section constitute a power coupled with an interest and are irrevocable. I agree that my failure to execute such additional documents is grounds for my elimination from the Program and forfeiture and/or disgorgement of any consideration.	A: Page 24; ¶77 B: Page 27; ¶80

9. On about September 19, 2023, Respondent, in a letter to Charging Party

Thompson:

- (a) Threatened employees with legal action in retaliation for their protected concerted activity;
- (b) Characterized employee protected concerted activity as “manufactured narrative,” “escalating falsehoods,” “false,” “fictitious claims,” “incendiary,” “offensive,” and “malicious,” among other similarly coercive characterizations;
- (c) Threatened that employees’ protected concerted activity exploited employees’ association with Respondent in violation of the Participant Agreement;
- (d) Threatened that employees engaged in protected concerted activity were in violation of their Participant Agreement;

(e) Conditioned further employee protected concerted activity upon the prior written consent of Respondent; and

(f) Designated its communication containing the above-referenced statements as “confidential.”

10. On about September 24, 2023, Respondent, through Kinetic Talent Relations Manager Brit Kinnard, in a text message, directed employees not to discuss any matters related to their employment.

11. On about September 27, 2023, Respondent, through Kinetic Vice President of Communications, Public Relations and Marketing Paria Sadighi, in a text message, directed employees not to discuss anything related to their employment.

12. On about October 3, 2023, Respondent, through Kinetic Talent Relations Manager Brit Kinnard, in a text message, directed employees not to discuss any matters related to their employment.

13. On about October 5, 2023, Respondent, through Kinetic Talent Relations Manager Brit Kinnard, through text message, directed employees not to discuss any matters related to their employment.

14. On about October 10, 2023, Respondent, in a letter to Charging Party Poche:

(a) Cited unlawful media, publicity, and confidentiality provisions of its Participant Agreement as a basis for asserting that employees were in breach of their obligations under the Participant Agreement;

(b) Threatened employees with “severe consequences” for any breach of the above-cited unlawful provisions contained in the Participant Agreement;

(c) Demanded written assurances from an employee that the employee will comply with its unlawful provisions and directives;

(d) Threatened legal action against employees should they fail to abide by the above-cited unlawful provisions; and

(e) Designated its communication to employees containing the above-referenced statements as “confidential.”

15. On about October 18, 2023, Respondent, in a letter to Charging Party Poche:

(a) Threatened legal action against employees for breaching unlawful provisions contained in the Participant Agreement;

(b) Demanded an employee participate in mediation because the employee breached the unlawful provisions in the Participant Agreement; and

(c) Designated its communication to employees including the above statements as “confidential.”

16. (a) On about October 24, 2023, Respondent filed a Demand for Arbitration against Charging Party Poche seeking to enforce various unlawful provisions of the Participant Agreement, including, but not limited to, unlawful provisions relating to publicity, exclusivity, and confidentiality.

(b) Respondent’s Demand for Arbitration against Charging Party Poche seeks \$4,000,000 in damages, costs, including attorney fees, a temporary restraining order, a preliminary injunction, and a permanent injunction “restraining [Charging Party Poche] from violating” the unlawful provisions.

(c) As part of its Demand for Arbitration, Respondent seeks to prohibit Charging Party Poche from violating unlawful provisions of its Participant Agreement, thereby proscribing future protected concerted activity.

(d) The arbitration listed above in subparagraph (a) has an objective that is illegal under federal law because it seeks to interfere with, restrain, or coerce employees in the exercise of rights protected by Section 7 of the Act.

(e) The arbitration described above in subparagraph (a) is preempted by the Act.

17. (a) On January 2, 2024, Charging Party Poche filed a civil complaint in Los Angeles County, California.

(b) On January 16, 2024, as part of her civil complaint, Charging Party Poche filed a motion for a preliminary injunction seeking an order enjoining Respondent from pursuing the arbitration referenced above in paragraph 16.

(c) On January 29, 2024, Respondent filed its opposition to Charging Party Poche's motion for a preliminary injunction.

(d) On March 22, 2024, the trial court denied Charging Party Poche's request for a preliminary injunction.

(e) Respondent's opposition to Charging Party Poche's request for a preliminary injunction has an objective that is illegal under federal law because it seeks to interfere with, restrain, or coerce employees in the exercise of rights protected by Section 7 of the Act.

(f) Respondent's actions in furtherance of its objective to arbitrate its claims against Charging Party Poche, including its opposition to Charging Party Poche's request for a

preliminary injunction, are preempted by the Act because they seek to enforce unlawful provisions of the Participant Agreement against Charging Party Poche.

18. By the conduct described above in paragraphs 6-17, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

19. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondent's unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to take the following affirmative action:

- (a) Reclassify all "participants" since January 19, 2023, as employees and notify them in writing that they are employees for purposes of the Act;
- (b) Physically post, text, email, and mail the Notice to Employees to all current and former employees who have been subject to any iterations of the Participant Agreement described above since January 19, 2023;
- (c) Include a link to the Notice to Employees on any applications or solicitations used for casting *Love is Blind*;
- (d) Rescind the unlawful provisions described above in paragraph 8 that were executed, enforced, or in effect at any time since January 19, 2023, and notify in writing each current and former employee, individually, that those provisions have been rescinded and are no longer in effect;
- (e) Rescind in writing any and all directives, cease-and-desist letters, or other actions issued to employees or former employees as a result of the enforcement of the

- unlawful provisions described above in paragraph 8 at any time since January 19, 2023, and notify in writing employees or former employees that this has been done and that the directives, cease-and-desist letters, or other actions will not be used against them in any way;
- (f) Make whole those employees and former employees who suffered financial loss, including all direct or foreseeable pecuniary harms, plus interest computed in accordance with Board policy, related to any cease-and-desist letter or other action imposed on them relating to the unlawful provisions described above in paragraph 8 that were issued, enforced, or otherwise in effect at any time since January 19, 2023;
 - (g) Retract any legal action or threats of legal action taken at any time since January 19, 2023, relating to the unlawful provisions described above in paragraph 8 and make whole employees and former employees for any harms suffered as a result of such legal action, including legal fees and costs which are attributable to Respondent's legal action;
 - (h) Reimburse Charging Party Poche for all costs, expenses, and attorney fees incurred in the investigation, reporting, and litigation of the arbitration filed against her and Respondent's opposition to her motion for a preliminary injunction described above in paragraphs 16 and 17, respectively, including any related appeals;
 - (i) Take the following actions related to Poche's civil suit in California: (i) cease enforcing any state court orders issued to the extent they require arbitration of the Participant Agreement's unlawful provisions; (ii) file a motion to vacate any state court orders to the extent they effectively require arbitration of the unlawful provisions; (iii) seek to vacate and/or refrain from enforcing any arbitral award

concerning the unlawful provisions; and (iv) make Charging Party Poche whole for any enforced arbitral award concerning the unlawful provisions; and

- (j) Make whole any affected employee or former employee, including any employees that are identified pursuant to the notice provisions below, that have been subject to the provisions described above in paragraphs 8(e), 8(g), 8(o), 8(ff), or 8(gg), at any time since January 19, 2023, for any loss of wages and other benefits, economic harm from foregoing other job opportunities, economic harm resulting from difficulty securing comparable employment, and for any other direct or foreseeable pecuniary harms suffered because of any directives, legal enforcement actions or other actions taken against them pursuant to the unlawful provisions, plus interest computed in accordance with current Board policy.

The General Counsel further seeks an Order that includes language in the standard remedial notice that:

- (a)
 - (1) alerts employees they may be entitled to a differential (in terms of wages or benefits) if they were discouraged from pursuing or were unable to accept other job opportunities due to unlawful non-compete provisions described above in paragraphs 8(ff) or 8(gg);
 - (2) notifies employees that they may be entitled to other compensation if they separated from employment and had difficulty securing comparable employment due to the non-compete provisions, such as by being unemployed longer, accepting a job with a lower compensation package, or incurring retraining costs to become qualified in a different industry; and

(3) includes language directing individuals to contact the Regional Office during the posting period if they have evidence related to (a)(1) or (2) above;

(b) (1) alerts employees they may be entitled to a differential (in terms of wages or benefits) if they were discouraged from pursuing or were unable to accept other job opportunities due to the unlawful stay-or-pay provisions identified above in paragraphs 8(e), 8(g) or 8(o);

(2) notifies employees that they may be entitled to other compensation if they separated from employment and had difficulty securing comparable employment due to the stay-or-pay provisions; and

(3) includes language directing individuals to contact the Regional Office during the posting period if they have evidence related to (b)(1) or (2).

FURTHER, the General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before December 26, 2024, or postmarked on or before December 25, 2024.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users

that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 22, 2025, at 9:00 a.m.** in the Hearing Room located at the National Labor Relations Board at 310 West Wisconsin Avenue, Suite 450W, Milwaukee, Wisconsin, 53203 and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be

followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 11, 2024



JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Paul D. Wellstone Federal Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-322098
18-CA-329487

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.