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20 CBS BROADCASTING INC.

21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA
23 WESTERN DIVISION

24 CBS Broadcasting Inc.,

25 Plaintiffs,

26 v.

27 American Broadcasting Companies, Inc.,
28 The Walt Disney Company, Disney
Enterprises, Inc., ABC, INC., dba
Disney/ABC Television Group, Keep
Calm and Carry On Productions, Inc.,
Corie Henson, Michael O'Sullivan,
Kenny Rosen, and DOES 1 to 10,

CV12-04073 *MMM DENY*
CASE NO.

COMPLAINT FOR:

(1) COPYRIGHT INFRINGEMENT (17
U.S.C. § 101 *et seq.*);

(2) TRADE SECRET
MISAPPROPRIATION (CAL. CIV.
CODE §§ 3426-3426.11);

(3) UNFAIR COMPETITION (CAL.
BUS. & PROF. CODE § 17200 *et seq.*);

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CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

1 inclusive,

2 Defendants.

(4) BREACH OF CONTRACT;

(5) BREACH OF FIDUCIARY DUTY;

(6) INDUCING BREACH OF
CONTRACT;

(7) INDUCING BREACH OF
FIDUCIARY DUTY;

(8) CONVERSION;

(9) CONSPIRACY;

(10) AIDING AND ABETTING

(DEMAND FOR JURY TRIAL)

14
15 Plaintiff CBS Broadcasting Inc. ("CBS"), for its Complaint against defendants
16 American Broadcasting Companies, Inc. ("ABC"), The Walt Disney Company, Disney
17 Enterprises, Inc., ABC, INC. (dba Disney/ABC Television Group), Keep Calm and
18 Carry On Productions, Inc., Corie Henson, Michael O'Sullivan, Kenny Rosen, and
19 others (collectively, "Defendants"), hereby brings claims seeking relief for, among
20 other things, copyright infringement, trade secret misappropriation, statutory unfair
21 competition, breach of contract and fiduciary duty, inducing breach of contract and
22 fiduciary duty, and conversion. CBS alleges on personal knowledge as to all facts
23 known to it, and on information and belief as to all other facts, as follows:

24 I. SUMMARY OF THE ACTION

25 1. If imitation is the sincerest form of flattery, then CBS should take pride in
26 ABC's latest reality television project, "Life in a Glass House" ("*Glass House*").
27 *Glass House*, which remarkably employs at least 19 former producers and staff from
28 CBS's hit reality television series *Big Brother*, is a carbon copy of *Big Brother* and an

1 obvious attempt by Defendants to capitalize on its unique success. CBS therefore
2 brings this action to halt and recover its damages from Defendants' ongoing
3 infringement of its rights in *Big Brother*. Specifically, CBS seeks to stop Defendants'
4 blatant theft of its copyrightable expression, trade secrets, and other confidential and
5 proprietary information in connection with the development and production of *Glass*
6 *House*.

7 2. *Big Brother* is a ground-breaking reality television show that involves a
8 contest among guests who live in a house and who are filmed continuously, perform
9 challenges and tasks, and vote each other off the show. The show has been
10 enormously successful—in its 13th cycle in 2011, *Big Brother* swept its three weekly
11 time periods (Wednesday, Thursday, and Sunday) in viewers and key demographics.
12 *Big Brother* was the first series of its kind to combine the drama and competition of
13 elimination with the developing television genre of modern observational
14 documentary.

15 3. ABC's *Glass House* replicates every key aspect of *Big Brother*,
16 including, among other things, its plot, themes, mood, setting, pace, characters,
17 sequence of events, and other concrete elements. The striking and substantial
18 similarities between the two series have not been lost on the media, who have reported
19 that ABC "is copying *Big Brother*" and "knocking off" the highly successful show
20 that CBS has been broadcasting since 2000. In fact, the two series are virtually
21 identical. For example: (i) both series involve, among other things, approximately 14
22 contestants living in a large house, isolated from the outside world, who are filmed
23 continuously; (ii) both series involve interactive features, through which viewers are
24 able to have input into aspects of the show, such as challenges in which the
25 participants complete; (iii) in both series, contestants are voted off and the last
26 contestant standing wins; and (iv) the series involve many other similarities identified
27 herein.

28

1 4. In copying *Big Brother*, Defendants have had an unprecedented and
2 troubling degree of access to CBS's copyrightable expression, as well as CBS's
3 protected trade secrets and other confidential and proprietary information related to
4 the behind-the-scenes development, filming, and production of *Big Brother*. CBS is
5 informed and believes that *Glass House*'s most senior positions and most critical
6 functions are being staffed by former producers and staff of *Big Brother*, including
7 Defendants Corie Henson, Michael O'Sullivan, and Kenny Rosen and at least 16 other
8 individuals identified below, and that these individuals—at the encouragement of
9 ABC and its affiliates—are actively disclosing CBS's trade secrets and confidential
10 information to ABC and its affiliates in violation of broad and binding non-disclosure
11 agreements they signed in connection with their work on *Big Brother*.

12 5. CBS is informed and believes that the resulting product, *Glass House*, is
13 thus being developed using the trade secrets and other confidential and proprietary
14 information and methods Defendants and other former employees learned from *Big*
15 *Brother*. These trade secrets and confidential processes include, without limitation: (i)
16 the technical processes and systems for capturing, in a living environment, constant,
17 around-the-clock video and audio in a way that ensures the participants cannot escape
18 the cameras; (ii) the technical setup for streaming constant, around-the-clock video of
19 the contestants to viewers; (iii) the technical story-producing processes in *Big Brother*,
20 which allow the show to adhere to a schedule that is unique and unprecedented within
21 the industry; and (iv) other technical processes and information identified at
22 paragraphs 63 through 72.

23 6. Despite the passage of time since CBS's written demand that Defendants
24 stop development of *Glass House* and cease disclosure and use of CBS's trade secrets
25 and other confidential information, Defendants have persisted in this course of
26 conduct. CBS therefore brings this action to obtain preliminary and permanent
27 injunctive relief and restitution, and to recover compensatory and punitive damages.

28

1 **II. JURISDICTION AND VENUE**

2 7. This Complaint arises under the federal Copyright Act, 17 U.S.C. §§ 101
3 *et seq.*, as amended, and the statutory and common law of the State of California.

4 8. This Court has subject-matter jurisdiction over this dispute under 28
5 U.S.C. § 1331 (federal question) because the claims asserted arise under the Copyright
6 Act. The Court also has subject matter jurisdiction under 28 U.S.C. § 1367(a)
7 (supplemental jurisdiction) over the supplemental state-law claims.

8 9. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2)
9 because a substantial part of the events giving rise to the claims asserted herein
10 occurred in this District. Venue is also proper under 28 U.S.C. § 1391(b)(1) because
11 Defendants are subject to personal jurisdiction in this District and therefore “reside” in
12 this District as that term is defined in 28 U.S.C. § 1391(c).

13 **III. THE PARTIES**

14 10. CBS is a corporation organized under the laws of New York and
15 maintains its principal place of business in New York, New York. CBS is the
16 exclusive U.S. licensee of the hit television series *Big Brother* and broadcasts the
17 series on the CBS Television Network.

18 11. On information and belief, Defendant ABC is a corporation organized
19 under the laws of Delaware and maintains its principal place of business at 77 West
20 66th Street, New York, New York. ABC produces and broadcasts television
21 programming in the United States and is currently developing *Glass House*.

22 12. On information and belief, Defendant The Walt Disney Company is a
23 corporation organized under the laws of Delaware and maintains its principal place of
24 business at 500 South Buena Vista Street, Burbank, California. The Walt Disney
25 Company is the ultimate legal parent of ABC. CBS is informed and believes, and on
26 that basis alleges, that The Walt Disney Company is involved in the development of
27 *Glass House* and that some of the acts described herein as having been committed by
28 ABC may have been committed by The Walt Disney Company and its agents.

1 13. On information and belief, Defendant Disney Enterprises, Inc. is a
2 corporation organized under the laws of Delaware and maintains its principal place of
3 business at 500 South Buena Vista Street, Burbank, California. CBS is informed and
4 believes, and on that basis alleges, that Disney Enterprises, Inc. is involved in the
5 development of *Glass House* and that some of the acts described herein as having
6 been committed by ABC may have been committed by Disney Enterprises, Inc. and its
7 agents.

8 14. On information and belief, Defendant ABC, INC. is a corporation
9 organized under the laws of New York and maintains its principal place of business at
10 77 West 66th Street, New York, New York. On information and belief, ABC, INC.
11 does business in California under the fictitious name “Disney/ABC Television
12 Group.” CBS is informed and believes, and on that basis alleges, that ABC, INC. is
13 involved in the development of *Glass House* and that some of the acts described
14 herein as having been committed by ABC may have been committed by ABC, INC.
15 and its agents.

16 15. On information and belief, Defendant Keep Calm and Carry On
17 Productions, Inc. (“Keep Calm”) is a corporation organized under the laws of
18 Delaware and maintains its principal place of business at 500 South Buena Vista
19 Street, Burbank, California. CBS is informed and believes that Keep Calm is an in-
20 house production company owned by ABC, The Walt Disney Company, or ABC’s
21 other affiliates and that Keep Calm is currently involved with the production of *Glass*
22 *House*. CBS is informed and believes, and on that basis alleges, that some of the acts
23 described herein as having been committed by ABC may have been committed by
24 Keep Calm and its agents.

25 16. Defendants The Walt Disney Company, Disney Enterprises, Inc., ABC,
26 INC. (dba Disney/ABC Television Group), and Keep Calm are referred to collectively
27 herein as ABC’s “affiliates.”
28

1 17. Defendant Corie Henson is a former Supervising Producer of *Big Brother*
2 and currently is ABC's Vice President of Alternative Programming. On *Big Brother*,
3 Ms. Henson managed a "story team" (a group tasked with creating a plot narrative
4 from video of the *Big Brother* contestants) of up to seven people and was responsible
5 for, among other things, putting together scripts, creating "story packages," and
6 writing the rules for the *Big Brother* "challenges." Ms. Henson was also trained on
7 the confidential, proprietary processes necessary to turn an hour of primetime
8 television around in only 24 or 48 hours. On information and belief, Ms. Henson is a
9 resident of Sherman Oaks, California.

10 18. Defendant Michael O'Sullivan is a former Supervising Producer of *Big*
11 *Brother* and currently works as a producer for *Glass House*. On *Big Brother*, Mr.
12 O'Sullivan was responsible for the concept, design, and execution of the series'
13 "challenges"—a critical creative element of the show where contestants take part in
14 unique competitions. On information and belief, Mr. O'Sullivan is a resident of
15 Woodland Hills, California.

16 19. Defendant Kenny Rosen is the former Co-Executive Producer of *Big*
17 *Brother* and now works as the show-runner for *Glass House*. Mr. Rosen was trained
18 on *Big Brother*'s confidential and proprietary processes, including how to turn live
19 video of the *Big Brother* contestants into "story packages" and on the processes
20 necessary to turn an hour of primetime television around in only 24 or 48 hours. Mr.
21 Rosen also was involved in the overall creative direction of *Big Brother* and took part
22 in casting and script meetings. On information and belief, Mr. Rosen is a resident of
23 Beverly Hills, California.

24 20. Ms. Henson, Mr. O'Sullivan, and Mr. Rosen are referred to herein
25 collectively as the "Individual Defendants."

26 21. The true capacities, whether individual, corporate, associate or otherwise,
27 of defendants sued herein as DOES 1 to 10, inclusive, are unknown to CBS and CBS
28 therefore sues such DOE defendants by such fictitious names. When their true names

1 and capacities are ascertained, CBS will amend the Complaint by asserting their true
2 names and capacities herein. CBS is informed and believes, and thereon alleges, that
3 each of the fictitiously named defendants is responsible in some manner for the
4 occurrences alleged in this Complaint, and that CBS's damages as alleged in this
5 Complaint were proximately caused by such fictitious defendants.

6 22. CBS is informed and believes, and thereon alleges, that at all times herein
7 mentioned, each of the Defendants was acting as an agent, servant, employee,
8 representative of or joint venturer with the other Defendants, each acting under the
9 direction and control of said co-defendants and within the course and scope of such
10 agency, service, employment, or joint venture. At all times mentioned herein the acts
11 of Defendants, and each of them, were authorized and ratified by their co-defendants.

12 CBS's Hit Show "*Big Brother*"

13 23. CBS is the exclusive U.S. licensee of *Big Brother*, which it has broadcast
14 on the CBS Television Network since 2000.

15 24. *Big Brother* is a reality television series in which a group of people live
16 together in a large house, isolated from the outside world. The contestants are filmed
17 continuously.

18 25. Each cycle of the series begins with between 12 and 14 contestants
19 (referred to as "houseguests"). Over the course of three months, contestants survive
20 periodic evictions. The last contestant standing wins.

21 26. Evictions occur approximately once per week. The contestant designated
22 the "head of household" nominates a number of fellow contestants whom he or she
23 wishes to see evicted from the house. The contestants then vote to evict each other,
24 and the nominated contestant with the most votes is evicted (unless a contestant uses a
25 "power of veto," where a contestant can save a nominee, causing the head of
26 household to name a replacement nominee).

27 27. After the votes are tallied, the "evictee" leaves the house and is
28 interviewed live, usually in front of a studio audience.

- 1 36. CBS is further informed and believes that *Glass House* has numerous
2 other characteristics in common with *Big Brother*, including that in *Glass House*:
3 a. Viewers will use interactive features to provide input into the
4 show.
5 b. Both online and through their social networks, viewers will be
6 encouraged to support and follow the contestants they like, their
7 votes helping to determine which contestants are sent home and
8 also which eliminated players will earn the chance to return to
9 “The Glass House” to compete each week.
10 c. Several times a week, viewers can watch a live online feed of the
11 players and vote to decide everything from what players wear and
12 eat to the games they play, even where they sleep. Viewers will
13 also have the chance to give their favorite contestants feedback on
14 their game from outside the house.
15 d. While the show will be broadcast for just one hour per week, there
16 will be several live online feeds at other times, when viewers can
17 talk with the players and offer encouragement, criticism, or
18 suggestions.
19 e. There is a “return” element where the audience may also vote to
20 have eliminated contestants re-enter the house—an element copied
21 from approximately five past seasons of *Big Brother*.

22 37. Moreover, although in most seasons of *Big Brother* the contestants vote
23 to determine who is evicted, CBS is informed and believes that *Glass House*’s use of
24 viewer votes to determine contestant elimination is copied directly from the premiere
25 season of *Big Brother*, which used the same viewer-vote format.
26
27
28

1 **ABC's Development, Filming, And Production Staff Is Led By Former Big**
2 **Brother Producers And Staff That ABC Hired**

3 38. CBS is informed and believes that *Glass House's* most senior positions
4 and most critical functions are being led and staffed with former producers and other
5 staff of *Big Brother*.

6 39. Each of these former producers and other staff of *Big Brother* signed non-
7 disclosure agreements with a production company in connection with their work on
8 each cycle of *Big Brother*.

9 40. The non-disclosure agreements specifically provide that CBS is a third-
10 party beneficiary that is entitled to enforce the agreement.

11 41. In pertinent part, the non-disclosure agreements specify that if a
12 signatory's work on *Big Brother* would reveal "confidential and/or proprietary
13 information and/or trade secrets ..., which may never be intended for dissemination to
14 the general public at any time," that they would not "publish, reveal, disseminate,
15 disclose, or cause to be published, revealed, disseminated or disclosed ... any
16 Confidential Information."

17 42. The non-disclosure agreements provide that the signatory agrees to pay
18 liquidated damages in the amount of \$500,000 to compensate any loss or damage
19 resulting from each breach of the agreement's terms.

20 43. The non-disclosure agreements also provide that the signatory agrees that
21 any breach or threatened breach of the agreements' terms entitles CBS to an ex parte
22 restraining order, preliminary and permanent injunctive relief, and an award of
23 attorneys' fees and costs.

24 44. Defendant Corie Henson, ABC's Vice President of Alternative
25 Programming, was a Producer of *Big Brother* seasons 6 and 7. In that capacity, Ms.
26 Henson signed a non-disclosure agreement, agreeing to all the terms set forth in
27 paragraphs 39 through 43. In her role as a senior reality programming executive at
28 ABC, Ms. Henson provides considerable input into *Glass House* and, upon

1 information and belief, has disclosed and exploited the confidential information and
2 methods she learned while working on *Big Brother*.

3 45. Defendant Kenny Rosen worked for at least five years as Co-Executive
4 Producer of *Big Brother* seasons 3 through 8. He is now the *Glass House* show-
5 runner. He, too, signed a non-disclosure agreement in connection with *Big Brother*,
6 agreeing to all the terms set forth in paragraphs 39 through 43. Upon information and
7 belief, in connection with his work on *Glass House*, Mr. Rosen has disclosed and
8 exploited the confidential information and methods he learned while working on *Big*
9 *Brother*. CBS is also informed and believes, and on that basis alleges, that Mr. Rosen
10 has approached numerous *Big Brother* staff about leaving *Big Brother* and helping
11 develop, film, and produce *Glass House*.

12 46. Defendant Michael O'Sullivan was a Supervising Producer of *Big*
13 *Brother* for at least eight years (seasons 4 through 13). He is now involved in the
14 production of *Glass House*. Mr. O'Sullivan signed a non-disclosure agreement in
15 connection with his work for CBS on *Big Brother*, agreeing to all the terms set forth in
16 paragraphs 39 through 43. Upon information and belief, in connection with his work
17 on *Glass House*, Mr. O'Sullivan has disclosed and exploited the confidential
18 information and methods he learned while working on *Big Brother*.

19 47. James MacNab was a Supervising Producer of *Big Brother* for at least
20 seasons 7, 8, and 10. He is now involved in the production of *Glass House*. Mr.
21 MacNab signed a non-disclosure agreement in connection with his work for CBS on
22 *Big Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

23 48. Max Poris was a Competition Segment Producer of *Big Brother* for at
24 least seasons 7, 8, and 10. He is now involved in the production of *Glass House*. Mr.
25 Poris signed a non-disclosure agreement in connection with his work for CBS on *Big*
26 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

27 49. Mark Bettencort worked in the competition department of *Big Brother* for
28 at least three seasons. CBS is informed and believes that Mr. Bettencort is helping

1 develop and/or produce *Glass House*. Mr. Bettencort signed a non-disclosure
2 agreement in connection with his work for CBS on *Big Brother*, agreeing to all the
3 terms set forth in paragraphs 39 through 43.

4 50. Danny Schrader worked in the competition department for at least two
5 seasons. CBS is informed and believes that Mr. Schrader is helping develop and/or
6 produce *Glass House*. Mr. Schrader signed a non-disclosure agreement in connection
7 with his work for CBS on *Big Brother*, agreeing to all the terms set forth in paragraphs
8 39 through 43.

9 51. Adam Sheldon worked in the competition department for at least one
10 season. CBS is informed and believes that Mr. Sheldon is helping develop and/or
11 produce *Glass House*. Mr. Sheldon signed a non-disclosure agreement in connection
12 with his work for CBS on *Big Brother*, agreeing to all the terms set forth in paragraphs
13 39 through 43.

14 52. Tony Gonzales worked as a Lead Switcher for CBS on *Big Brother*
15 seasons 1 through 12. He is now involved in the development of *Glass House*. Mr.
16 Gonzales signed a non-disclosure agreement in connection with his work for CBS on
17 *Big Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

18 53. Gary Nowers worked as a Lead Switcher for CBS on *Big Brother* seasons
19 4 through 13. He is now involved in the development of *Glass House*. Mr. Nowers
20 signed a non-disclosure agreement in connection with his work for CBS on *Big*
21 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

22 54. Kevin Faust worked as a Lead Shader for CBS on *Big Brother* seasons 2
23 through 13. He is now involved in the development of *Glass House*. Mr. Faust signed
24 a non-disclosure agreement in connection with his work for CBS on *Big Brother*,
25 agreeing to all the terms set forth in paragraphs 39 through 43.

26 55. Heather Bennett worked as a Shader for CBS on *Big Brother* seasons 9
27 through 13. She is now involved in the development of *Glass House*. Ms. Bennett
28

1 signed a non-disclosure agreement in connection with his work for CBS on *Big*
2 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

3 56. Tony Kalatzis worked as a Shader for CBS on *Big Brother* seasons 6
4 through 13. He is now involved in the development of *Glass House*. Mr. Kalatzis
5 signed a non-disclosure agreement in connection with his work for CBS on *Big*
6 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

7 57. Mark Gonzales worked as a Shader for CBS on *Big Brother* seasons 8
8 and 10 through 13. He is now involved in the development of *Glass House*. Mr.
9 Gonzales signed a non-disclosure agreement in connection with his work for CBS on
10 *Big Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

11 58. Roy Walker worked as a Camera Operator for CBS on *Big Brother*
12 seasons 1 through 13. He is now involved in the development of *Glass House*. Mr.
13 Walker signed a non-disclosure agreement in connection with his work for CBS on
14 *Big Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

15 59. Martin Mourino worked as a Jib Camera Operator for CBS on *Big*
16 *Brother* seasons 3 through 13. He is now involved in the development of *Glass*
17 *House*. Mr. Mourino signed a non-disclosure agreement in connection with his work
18 for CBS on *Big Brother*, agreeing to all the terms set forth in paragraphs 39 through
19 43.

20 60. David Vanacore worked as a music composer on *Big Brother* seasons 6
21 through 13. He is now involved in the development of *Glass House*. Mr. Vanacore
22 signed a non-disclosure agreement in connection with his work for CBS on *Big*
23 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

24 61. Kevin Benson worked as an Editor for CBS on *Big Brother* seasons 12
25 through 13. He is now involved in the development of *Glass House*. Mr. Benson
26 signed a non-disclosure agreement in connection with his work for CBS on *Big*
27 *Brother*, agreeing to all the terms set forth in paragraphs 39 through 43.

28

1 62. Joe Kroll worked as a Switcher for CBS on *Big Brother* seasons 12
2 through 13. CBS is informed and believes that Mr. Kroll has been offered a job in
3 connection with the development of the show *Glass House*. Mr. Kroll signed a non-
4 disclosure agreement in connection with his work for CBS on *Big Brother*, agreeing to
5 all the terms set forth in paragraphs 39 through 43.

6 **Defendants Misappropriated CBS's Trade Secrets Connected To The**
7 **Development, Filming, And Production Of *Big Brother***

8 63. The *Big Brother* producers and staff, including the Individual
9 Defendants, were exposed to numerous aspects of the development, filming, and
10 production of *Big Brother*, which constitute trade secrets owned by CBS and protected
11 by California law.

12 64. These trade secrets include, but are not limited to the following:

- 13 a. The story producing process created on *Big Brother* that enables
14 the story department to quickly cycle from capturing and digesting
15 story in the control room to prepping for edit to editing segments to
16 completion in minimal edit shifts in a live, fast paced environment
17 unlike any other in reality television.
- 18 b. The process that allows *Big Brother* to develop multiple stories
19 concurrently, while also monitoring the contestants in real time, so
20 that producers are able to make sudden thematic changes to the
21 show at the last minute.
- 22 c. The process surrounding the live around-the-clock streaming of the
23 *Big Brother* house to viewers.
- 24 d. The technical setup of the *Big Brother* house that enables live
25 around-the-clock streaming, night vision, infra-red light, and other
26 features that allow around-the-clock monitoring of participants'
27 actions while in the house.

- 1 e. The process surrounding the rehearsal period referred to as “Mock
2 Week” developed specifically for *Big Brother* that uses stand-in
3 participants.
- 4 f. The process of successfully setting up and performing complicated
5 challenges in a live and taped television environment confined to a
6 small space.
- 7 g. The process of technically setting up a living environment in order
8 to capture video and audio around-the-clock in a way that ensures
9 the participants cannot escape the cameras.
- 10 h. The process of technically setting up a living environment in order
11 to capture video and audio around-the-clock in a way that ensures
12 the participants do not interact with crew.

13 65. Many of the *Big Brother* trade secrets were developed because of the
14 series’ fast-paced schedule and unique format. The show requires around-the-clock
15 filming, and the *Big Brother* production staff must produce three hours of primetime
16 television each week. *Big Brother*’s confidential and trade secret production
17 processes enable the staff to prep, produce, edit, and deliver each episode in only two
18 and a half days. This is a schedule unlike any other in the entertainment industry. The
19 confidential production processes are what allow *Big Brother* to adhere to this
20 schedule, and are, ultimately, what give the show the unique quality that has made it
21 so successful.

22 66. None of these protected trade secrets can be discovered or “reverse
23 engineered” merely by watching *Big Brother*. They can be ascertained only by
24 producers and staff working “behind the scenes” on *Big Brother*.

25 67. CBS is informed and believes that the former producers and staff of *Big*
26 *Brother* who are now working for ABC on *Glass House* have divulged to ABC,
27 ABC’s affiliates, and those entities’ producers and staff the information identified
28

1 above and other trade secrets that they acquired during their time working on *Big*
2 *Brother*.

3 68. CBS is further informed and believes that the former *Big Brother*
4 producers and staff intend to continue to disclose and misuse the trade secrets
5 identified above, among others, by participating in the development, filming, and
6 production of *Glass House*.

7 69. For example, the Individual Defendants were given copies of the
8 “House Guest Manual,” “Producer’s Binder,” and “Story Producers Handbook” —
9 three critically important documents that reveal highly confidential and proprietary
10 trade secrets about how *Big Brother* is produced—in connection with their work on
11 *Big Brother*. The House Guest Manual contains, among other things, details about
12 how the *Big Brother* production staff interacts with contestants. The Producer’s
13 Binder sets forth the style guide, show formats, planning and executing of the show,
14 and a compilation of various reference materials for producers. The Story Producers
15 Handbook, among other things, sets forth the processes *Big Brother* uses to produce
16 the show on such a tight timeframe. CBS is informed and believes that the Individual
17 Defendants have used these documents during their work on *Glass House* and that
18 they may have communicated their contents to other employees of *Glass House*.

19 70. Given that, among other things, ABC and its affiliates hired at least 19
20 former *Big Brother* employees, CBS is informed and believes that ABC and its
21 affiliates hired these individuals as part of a calculated effort to exploit the valuable
22 trade secrets and confidential information these individuals have access to by virtue of
23 their past work on the successful *Big Brother* series.

24 71. Indeed, CBS is informed and believes that an executive at ABC said to
25 individuals associated with *Big Brother* that the specific purpose of hiring so many
26 former *Big Brother* employees was to improve *Glass House* and to diminish the value
27 of *Big Brother*.

28

