

1. Plaintiff is an individual residing in Harris County.
2. Defendant Delirium TV, LLC is a foreign limited liability company, organized and existing under the laws of the State of Delaware. The Texas Secretary of State is the agent for service of process or complaint on Delirium TV, LLC, a nonresident who engages in business in this state, but has not designated or maintained a resident agent for service of process. TEX. CIV. PRAC. & REM. CODE § 17.044(a)(1). Additionally, or in the alternative, the Secretary of State is the agent for service of process on Delirium TV, LLC, a nonresident who engages in business in this state, but does not maintain a regular place of business in Texas or a designated agent for service of process, and because this is a proceeding that arises out of the business done in this state and to which Delirium TV, LLC is a party. TEX. CIV. PRAC. & REM. CODE §

17.044(a)(1).

3. Delirium TV, LLC may be served with process by serving the Texas Secretary of State, who should mail process via certified mail, return receipt requested, to Delirium's registered agent for service in Delaware: National Registered Agents, Inc., at 1209 Orange Street, Wilmington, DE, 19801.

4. Delirium TV, LLC may also be served with process by serving, the Texas Secretary of State, who should mail process via certified mail, return receipt requested, to Delirium's home or home office, principal address, physical and mailing address, and corporate officer: Christopher Coelen, at 11755 Wilshire Blvd., Ste. 2000, Los Angeles, 90025. This is evidenced by Plaintiff's W-4 form.

5. Defendant Kinetic Content, LLC is a foreign limited liability company, organized and existing under the laws of the State of Delaware. The Texas Secretary of State is the agent for service of process or complaint on Kinetic Content, LLC, a nonresident who engages in business in this state, but has not designated or maintained a resident agent for service of process. TEX. CIV. PRAC. & REM. CODE § 17.044(a)(1). Additionally, or in the alternative, the Secretary of State is the agent for service of process on Kinetic Content, LLC, a nonresident who engages in business in this state, but does not maintain a regular place of business in Texas or a designated agent for service of process, and because this is a proceeding that arises out of the business done in this state and to which Kinetic Content, LLC is a party. TEX. CIV. PRAC. & REM. CODE § 17.044(a)(1).

6. Kinetic Content, LLC may be served with process by serving the Texas Secretary of State, who should mail process via certified mail, return receipt requested, to Kinetic's registered agent for service in Delaware: National Registered Agents, Inc., at 1209 Orange

Street, Wilmington, DE, 19801.

7. Kinetic Content, LLC may also be served with process by serving, the Texas Secretary of State, who should mail process via certified mail, return receipt requested, to Kinetic's home or home office, principal address, physical and mailing address, and corporate officer: Christopher Coelen, at 11755 Wilshire Blvd., Ste. 2000, Los Angeles, 90025.

8. Defendant Thomas Smith is an individual residing in Harris County and may be served at his residence, located at 1835 Woodland Field Crossing, Apt. 193, Spring, Texas 77380-3799.

9. At all relevant and material times to the facts and allegations stated herein, Defendants Delirium TV and Kinetic Content employed Plaintiff and Defendant Thomas Smith. Due to Smith's status as an employee of Defendants Delirium TV and Kinetic Content, Smith's tortious "actions taken in the workplace" directly impute liability to Defendants Delirium TV and Kinetic Content. Plaintiff collectively refers to Defendants Delirium TV and Kinetic Content and Smith as "Defendants".

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this lawsuit because the amount in controversy exceeds the minimum jurisdictional requirements.

11. In accordance with Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief in excess of \$1,000,000.00 due to Defendants' tortious, outrageous, and grossly negligent conduct.

12. Venue is proper in Harris County, Texas because a substantial part of the acts and omissions giving rise to this claim occurred in Harris County, Texas. TEX. CIV. PRAC. REM. CODE § 15.002(a)(1). Delirium TV and Kinetic Content are the producers for a reality television

series entitled “*Love is Blind*,” which was filmed in California, Mexico, and Houston, Texas, with Houston serving as the base location for Season 5. All participants on the show at issue are or were Houston area residents, including Plaintiff and Defendant Smith. Additionally, Defendant Delirium TV and Plaintiff’s Participant Release and Agreement contemplates arbitration in the Houston, Texas office of JAMS.¹

DISCOVERY CONTROL PLAN

13. Discovery is being conducted under Level 2. TEX. R. CIV. P. 190.

FACTUAL BACKGROUND

14. On or about April 17, 2022, Plaintiff was hired by Defendants Delirium TV and Kinetic Content as a participant in a reality television series entitled “*Love is Blind*”.

15. Season 5 production was based out of Houston, Texas, with all of the Season 5 participants being from the Houston area.

16. Sometime during the relevant time period, Defendant Smith was also hired by Defendants Delirium TV and Kinetic Content as a participant for the same reality television series.

Defendants Delirium TV and Kinetic Content

17. Delirium TV and Kinetic Content are the producers for *Love is Blind*. Delirium TV and Kinetic Content controlled Plaintiff’s compensation, communicated the requirements for her services including when and where Plaintiff was to film her scenes, the length of the scene, rules of conduct for the scene, and a multitude of other important aspects of Plaintiff’s work assignments. Delirium TV and Kinetic Content also arranged all travel and hotel accommodations, and provided all rules and regulations governing Plaintiff and other participants.

¹ The arbitration provision cannot be enforced in this dispute. 9 U.S.C. §§ 401-402.

18. Delirium TV and Kinetic Content wholly controlled Plaintiff's participation as a *Love is Blind* cast member, including but not limited to, Plaintiff's hours, physical location, the duration of Plaintiff's role on *Love is Blind*, as well as Plaintiff's rules of conduct and 24-hour interactions and activities throughout the filming of the show.

19. Based on Delirium TV and Kinetic Content's asserted control over Plaintiff's work on *Love is Blind* as well as other indicia of employment, including but not limited to, control of Plaintiff's interactions and activities throughout filming and thereafter, Plaintiff asserts that Delirium TV and Kinetic Content were her employers.

20. Additionally, Plaintiff was falsely imprisoned by Delirium TV and Kinetic Content throughout the filming of the show. When not on set, Plaintiff remained on-call in her hotel room in isolation. Delirium TV and Kinetic Content prohibited Plaintiff from leaving her hotel room without express permission. Delirium TV and Kinetic Content also kept Plaintiff under 24-hour surveillance.

21. *Love is Blind* was filmed in California, Mexico, and Houston, Texas, with Houston serving as the base location. Delirium TV and Kinetic Content required that Plaintiff be physically present for travel, provided the travel arrangements, and required Plaintiff to remain in Delirium TV and Kinetic Content's physical custody throughout the filming of the show.

22. Plaintiff traveled to California from her Houston home on April 18, 2022 where "wranglers" (assistants) and producers from Delirium TV and Kinetic Content confiscated her (and the other participants') cell phones, passports, wallets, and any identification information or devices used to communicate with others. Each participant's baggage was also searched.

23. All food, toiletries, and basic living items were highly controlled and provided by Delirium TV and Kinetic Content. Plaintiff was only permitted to purchase her own food with

the permission of Delirium TV and Kinetic Content, and while under their supervision. Additionally, Plaintiff was only able to purchase food after repeatedly requesting her credit card to be returned after confiscation by Delirium TV and Kinetic Content. Toiletries were only purchased by the wranglers and provided to participants upon repeated requests.

24. Delirium TV and Kinetic Content also provided “sequester parameters” to Plaintiff and the other participants detailing all rules and regulations. These parameters for example, included but were not limited to:

- a. “Cast cannot leave the hotel. If you need to leave your room for any reason please call us and we will coordinate it with the team so someone is always with you. This is contingent on our team’s availability;
- b. Breakfast, lunch and dinner will be provided by production. If we have breakfast at the hotel we will inform you so we can go downstairs as a group with our team. There will not be a scenario where you can go downstairs on your own;
- c. Cast cannot go inside each other’s rooms, hang out at the lobby, or eat/drink at the bar, etc.;
- d. If you need to go out for a smoke break call us and if we are available we will take you out for a 20 min smoke break; and
- e. The hotel phone will not allow you to make outside calls or call other cast members’ hotel rooms.”

25. The wranglers’ responsibilities included the supervision of each participant 24 hours a day, the retrieval of Plaintiff and all other participants to film their respective scenes, and to fetch the little food and water provided.

26. On multiple days of filming, Delirium TV and Kinetic Content provided several

alcoholic beverages while providing limited amounts of food. This combination was designed to encourage the participants to engage in striking conversations and actions that would increase viewer ratings.

27. While in California, Delirium TV and Kinetic Content placed Plaintiff and the other participants in individual isolation rooms or “pods,” where they are to date and communicate with another participant in a separate pod in the efforts to spark a romantic connection, which then leads to a possible staged “engagement” at the end of the two-week pod period.

28. When Plaintiff was not in the pods, she was sequestered in her individual hotel room—in which Delirium TV and Kinetic Content confined Plaintiff and all other participants until a wrangler or producer retrieved them to film their scenes. In these isolated rooms, Plaintiff had no contact with any family or friends or any other participants.

29. Plaintiff stayed in California until May 1, 2022 when Delirium TV and Kinetic Content flew all of the *Love is Blind* Season 5 Houston participants to Mexico. From April 29 – May 1, Delirium TV and Kinetic Content labeled Plaintiff and all participants as “on ice,” meaning they could not communicate with the other participants in any capacity. This “on ice” period lasted for three (3) days and during this period, the Plaintiff was continuously isolated and monitored by the wranglers.

30. While on set, for up to 18 hours per day, Delirium TV and Kinetic Content delivered the little food provided to Plaintiff and required her to request permission to do virtually anything, including use the restroom. Delirium TV and Kinetic Content prohibited Plaintiff from leaving her hotel room without express permission. Delirium TV and Kinetic Content also kept Plaintiff under 24-hour surveillance.

31. Plaintiff returned to Houston on May 7, 2022. During this time, she continued to be on non-discretionary call 24 hours a day while being sequestered in the Royal Sonesta Houston Galleria hotel, which Plaintiff refers to as the “prison hotel,” due to the production team of Delirium TV and Kinetic Content not allowing her to leave as a condition of her employment.

Defendant Thomas Smith

32. On or around May 3, 2022, while *Love is Blind* was being filmed, Smith sexually assaulted Plaintiff throughout the night. Amongst other acts—and certainly by no means is the forthcoming list exhausting—Smith forcefully and without Plaintiff’s consent:

- a. Incessantly groped Plaintiff;
- b. Exposed himself in the nude to Plaintiff without consent; and
- c. Forcibly and repeatedly made sexual contact with Plaintiff without her consent and over her express objections.

33. Due to Delirium TV and Kinetic Content’s 24-hour surveillance of Plaintiff and Defendant Smith, most if not all of these traumatic acts were filmed by the production crew and within their knowledge.

34. Plaintiff reported Smith’s conduct to Delirium TV and Kinetic Content producers the next morning following her assault. Plaintiff detailed the assault and reported that she was uncomfortable being around Smith.

35. Delirium TV and Kinetic Content producers made attempts to mask Plaintiff’s sexual assault by characterizing it as a lack of attraction on part of the Plaintiff. When Plaintiff insisted an assault took place, Defendants Delirium TV and Kinetic Content questioned whether the problem was really one of communication and swept aside her concerns. Upon information and belief, Defendants took no corrective action. Delirium TV and Kinetic Content ratified and

condoned the mistreatment for the sake of reality television.

36. As a proximate result of the despicable, extreme, outrageous, tortious, and grossly negligent acts and omissions by Defendants alleged herein, Plaintiff has foreseeably suffered, and will continue to suffer, extreme emotional distress, pain, mental anguish, and suffering as Smith's assault and Delirium TV and Kinetic Content's condonation, constantly replays in her mind. Plaintiff is forced to shoulder the burden of Smith's horrible acts for the rest of her life. Plaintiff has incurred, and will continue to incur, substantial damages that were all proximately caused by Defendants.

CAUSES OF ACTION

Assault – Threat of Bodily Injury

37. On or about May 3, 2022 and continuing until May 6, 2022 Defendant Smith intentionally or knowingly threatened Plaintiff with imminent bodily injury. Smith's threat of imminent bodily injury caused Plaintiff to be apprehensive, which was a foreseeable result of Smith's actions.

38. Defendants Delirium TV and Kinetic Content are liable for the threat of bodily injury committed against Plaintiff because they participated in the tortious and felonious acts directly themselves through the actions of their vice-principal.

39. Defendant Smith was acting under the supervision of Defendants Delirium TV and Kinetic Content when these unlawful acts occurred.

40. Accordingly, Delirium TV and Kinetic Content are responsible for Defendant Smith's conduct under the doctrines of respondeat superior and vicarious liability. Defendants' threat of imminent bodily injury to Plaintiff was a direct and proximate cause of Plaintiff's severe mental anguish and emotional distress, for which each and every Defendant is liable.

Assault (Battery) –Bodily Injury and Offensive Contact

41. Plaintiff incorporates by reference, as if fully set forth herein, the statutory language of Texas Penal Code §§ 22.01, 22.011 describing the felonies of “Assault” and “Sexual Assault.” Plaintiff alleges that she was the victim of the aforementioned crimes that Defendant Smith committed against Plaintiff on or about May 3, 2022, and that said crimes have caused Plaintiff’s damages alleged in this Petition.

42. On or about May 3 and May 4, 2022, Defendant Smith intentionally, knowingly, or recklessly made physical contact with Plaintiff’s person causing bodily injury—that is, physical pain, illness, or impairments of Plaintiff’s physical condition—and Plaintiff did not, and could not, consent to the harmful physical contact.

43. Alternatively, Defendant Smith intentionally or knowingly caused to be made physical contact with Plaintiff when Defendant knew, or reasonably should have believed, that Plaintiff would regard the contact as offensive or provocative. Indeed, said physical contact was offensive, provocative, and committed by Smith despite never having consent from Plaintiff.

44. As a causal result of Smith’s battery of Plaintiff’s person, Plaintiff suffered immediate, consequential, and subsequent injuries—including pain, mental anguish, and emotional distress—that was foreseeable to Smith. The assault committed by Smith on Plaintiff’s person was a cause of the damages alleged in this Petition.

45. Defendants Delirium TV and Kinetic Content are liable for the crimes, assault, battery, and sexual assault of which Plaintiff is a victim because they participated in the tortious and felonious acts directly themselves through the actions of their vice-principal.

46. Defendant Smith was acting under the supervision of Defendants Delirium TV and Kinetic Content when these unlawful, offensive, and provocative acts occurred.

47. Accordingly, Delirium TV and Kinetic Content are responsible for Defendant Smith's conduct under the doctrines of respondeat superior and vicarious liability. Bodily injury and offensive contact to Plaintiff were direct and proximate causes of Plaintiff's severe mental anguish, pain, and emotional distress, for which each and every Defendant is liable.

False Imprisonment – Delirium TV and Kinetic Content

48. Without legal authority or justification, Defendants Delirium TV and Kinetic Content willfully detained or participated in the detainment of Plaintiff without Plaintiff's consent.

49. Defendants Delirium TV and Kinetic Content accomplished the unlawful detainment of Plaintiff with violence, threats that were calculated to inspire—and, in fact, inspired—a reasonable fear of injury to Plaintiff, intoxicating substances, or other means that were intended to cause—and, in fact, caused—Plaintiff to be unable to exercise her will in going anywhere she was lawfully allowed to go. Said false imprisonment took place at the on premises in the exclusive control of Defendants Delirium TV and Kinetic Content.

50. The false imprisonment committed by Defendants Delirium TV and Kinetic Content against Plaintiff was a proximate cause of the damages alleged by Plaintiff in this Petition.

Negligence – Delirium TV and Kinetic Content

51. Defendants Delirium TV and Kinetic Content owed Plaintiff legal duties that were breached thereby proximately causing Plaintiff's damages.

52. Defendants Delirium TV and Kinetic Content owed, and breached, Plaintiff many legal duties. Such legal duties include, but are not limited to:

- a. Controlling the security and safety of the premises where filming, production, and

post-production of *Love is Blind* took place;

- b. Not injuring Plaintiff in a willful, wanton, or grossly negligent manner or allow another to do so on their premises;
- c. Treating Plaintiff in a manner that would not subject her to physical or mental injury;
- d. Controlling their employees and vice-principals, to supervise their employee's and vice-principal's activities, and to prevent an employee and vice-principal from causing an unreasonable risk of harm to Plaintiff;
- e. Taking complaints and reports of sexual misconduct seriously and investigate them in an effective manner;
- f. Ensuring that reported sexual misconduct is not allowed to continue; and
- g. Using ordinary care in providing a reasonably safe workplace.

53. Defendants Delirium TV and Kinetic Content breached the duties it owed to Plaintiff thereby proximately causing Plaintiff's injuries and the damages alleged in this Petition.

EXEMPLARY DAMAGES

54. Defendants' tortious conduct was malicious, fraudulent, or grossly negligent.

55. Defendants' malicious, fraudulent, or grossly negligent conduct was carried out by Defendants personally, through Defendants' authorized agents, managers, officers, directors, vice-principals, or principals of the Defendants who were acting within the course and scope of their agency, employment, partnership, or joint venture. Alternatively, Defendants' malicious, fraudulent, or grossly negligent conduct was subsequently approved by or ratified by Defendants.

56. Defendants intentionally breached the legal duties it owed Plaintiff such that it could take undue advantage of Plaintiff or otherwise maliciously treat Plaintiff. The acts or

omissions of Defendants, when viewed objectively from Defendants' standpoint, involved an extreme degree of risk when considering the probability and magnitude of the potential harm to Plaintiff and others.

57. Additionally, Defendants had actual, subjective awareness of the risk to Plaintiff and others but proceeded anyway with a conscience indifference to the rights, safety, or welfare of Plaintiff and others.

58. Defendants' conduct was performed or designed with a specific intent to cause substantial injury or harm to Plaintiff. As alleged herein, Defendants' conduct is an example of why punitive damages exist, and Plaintiff alleges that Defendants' conduct rises to the level warranting the imposition of exemplary damages against Defendants at trial.

RESPONDEAT SUPERIOR LIABILITY

59. Plaintiff specifically alleges that Defendants Delirium TV and Kinetic Content have direct liability for Smith's acts and omissions at the workplace due to Smith's status as an employee. Plaintiff specifically alleges that any and all acts or omissions taken by Smith were, indeed, acts or omissions of Defendants Delirium TV and Kinetic Content themselves.

60. Whenever in this Petition it is alleged that Defendants did or failed to do any act or thing, it is meant that either Defendants personally engaged in such conduct, or that such Defendants' governing body, directors, vice principals, officers, managers, agents, servants, employees or representatives did or failed to do such act or thing and that at the time such conduct occurred, it occurred with the authorization or ratification of Defendants or was done in the normal and routine course and scope of employment or agency of such Defendants' governing body, directors, vice principals, officers, managers, agents, servants, employees or representatives.

DAMAGES

61. Plaintiff incorporates by reference, as if fully set forth herein, paragraphs 1 through 46 of Plaintiff's Petition.

62. Plaintiff has incurred significant damages due to Defendants' criminal, tortious, and outrageous conduct. Plaintiff seeks all losses sustained as a natural, probable, foreseeable, or proximate result of Defendants' wrongful conduct, including:

- a. General damages;
- b. Actual damages;
- c. Physical pain and suffering incurred in the past and future;
- d. Mental anguish incurred in the past and future;
- e. Disfigurement incurred in the past and future;
- f. Physical impairment incurred in the past and future;
- g. Medical expenses incurred in the past and future;
- h. Loss of earning capacity incurred in the past and future;
- i. Lost wages incurred in the past and future;
- j. All reasonable and necessary attorneys' fees that Plaintiff is forced to incur pursuant to Texas common law and equity;
- k. Exemplary damages;
- l. Costs of court;
- m. Pre-judgment interest;
- n. Post-judgment interest; and
- o. All other relief, in law and in equity, to which Plaintiff may be justly entitled.

DEMAND FOR JURY

63. Plaintiff demands a jury trial and tenders the appropriate fee.

PRAYER

Plaintiff prays that, upon trial by jury, she have judgment against Defendants for the damages alleged in this Petition, as well as all other relief, in law and in equity, to which Plaintiff may prove herself to be justly entitled.

Respectfully submitted,

WALLACE & ALLEN, LLP

/s/ Benjamin W. Allen

Benjamin W. Allen

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Service Wallace & Allen, LLP on behalf of Benjamin Allen

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