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on behalf of himself and all others similarly situated,  
7

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES

BC 428742

10 MICHAEL BRETT PALMER, on behalf of  
11 himself and all others similarly situated,

12 Plaintiffs,

13  
14 v.

15  
16 RADIO DISNEY GROUP, LLC, a Delaware  
Corporation; and DOES 1 through 100,  
17 inclusive,

18 Defendants.  
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) CASE NO.

) **CLASS ACTION COMPLAINT FOR**  
) **DAMAGES, INJUNCTIVE RELIEF, AND**  
) **RESTITUTION**

- ) 1. Failure to Reimburse Expenses  
(Lab. Code § 2802)  
) 2. Unpaid Overtime  
(Labor Code §§ 1194 and 1198, IWC  
Order 11-2001)  
) 3. Failure to Pay Wages of Terminated or  
Resigned Employees (Labor Code § 201)  
) 4. Illegal Record Keeping  
(Labor Code § 226)  
) 5. Violations of Unfair Competition Law  
(Bus. & Prof. Code §§ 17200-17208)  
) 6. Statutory Penalties  
(Labor Code §§ 2698 *et seq.*)  
) 7. Underpayment of Overtime under Fair  
Labor Standards Act, 29 U.S.C. 216(b)

) **DEMAND FOR JURY TRIAL**  
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**CONFORMED COPY**  
**OF ORIGINAL FILED**  
**Los Angeles Superior Court**

JUL 24 2009

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

1 Plaintiff MICHAEL BRETT PALMER, on behalf of himself and all others similarly  
2 situated ("Plaintiff"), files this Complaint against Defendant RADIO DISNEY GROUP, LLC, a  
3 Delaware Corporation, and DOES 1-100 (after collectively referred to as "Defendants").

4 **I.**

5 **INTRODUCTION**

6 1. This is a civil action seeking recovery against Defendant RADIO DISNEY  
7 GROUP, LLC ("Disney" or "Defendant"), on behalf of Plaintiff and all Class Members who  
8 were not paid overtime wages for all hours worked in excess of eight (8) hours per day, and/or  
9 forty (40) hours per week, as applicable; were not fully reimbursed for work-related business  
10 expenses; and, were not provided accurate itemized wage statements. The Complaint also seeks  
11 interest, attorneys' fees and costs under California Labor Code sections 1194 and 1198, 203,  
12 226(b) and Federal Law. Plaintiff, on behalf of himself and all other Members of the putative  
13 Class, also brings claims based on Defendants' violations of California Business and Professions  
14 Code sections 17200, *et seq.*, as a result of its unlawful, fraudulent and unfair business practices.

15  
16 **II.**

17 **JURISDICTION AND VENUE**

18 2. Plaintiff MICHAEL BRETT PALMER is an individual residing in the County of  
19 Los Angeles, California. Plaintiff was employed by Defendants in the County of Los Angeles,  
20 California at all relevant times. Plaintiff and each putative Class Member was an employee of  
21 Defendant, and/or its operating divisions and subsidiaries, within the State of California and  
22 throughout the United States, and was subject to the unlawful policies during the past four (4)  
23 years in California, and during the past three (3) years outside of California.

24 3. Plaintiff brings this action on behalf of himself and similarly situated employees  
25 of Defendants pursuant to Business and Professions Code sections 17200, *et. seq.*

26 4. The California Superior Court has jurisdiction of this matter due to Defendants'  
27 violations of Labor Code sections 203, 226(b), 1194 and 1198, and Business and Professions  
28 Code sections 17200, *et seq.*



1 true names and capacities of the DOE Defendants when ascertained.

2 9. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all  
3 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,  
4 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally  
5 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized  
6 the acts of each of the remaining Defendants.

7 10. The true names and capacities, whether individual, corporate, associate,  
8 or otherwise, of Defendants sued as DOES 1 through 100, inclusive, are currently unknown to  
9 Plaintiff, who therefore sues Defendants by such fictitious names. Plaintiff is informed and  
10 believes that each of the Defendants designated as a DOE is legally responsible in some manner  
11 for the unlawful acts alleged. Plaintiff will seek to amend this Complaint to reflect the true  
12 names and capacities of the Defendants designated as DOES when such identities become  
13 known.

#### 14 IV.

#### 15 GENERAL ALLEGATIONS

16 11. Plaintiff brings this action on behalf of himself and all others similarly  
17 situated as a Class action pursuant to the California Code of Civil Procedure and the FLSA. The  
18 proposed Class and subClasses which Plaintiff seeks to represent are composed of current and  
19 former non-exempt employees of Defendant Radio Disney Group, LLC, or any of its operating  
20 divisions and subsidiaries, with job titles including Account Executive and/or equivalent  
21 positions and/or other similarly designated titles, within the State of California and throughout  
22 the United States ("Class Members"). Plaintiff seeks to represent a Class composed of and  
23 defined as follows:

24 **CALIFORNIA Class:** All Defendants' California based Account Executives and other  
25 similar positions employed four (4) years before the filing of the Complaint in this action, up to  
26 the trial of this matter ("California Class Period").

27 12. The proposed California SubClasses which Plaintiff seeks to certify  
28 are currently composed of and defined as follows:

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A. **California SubClass "A":** All of Defendants' California Account Executives and other similarly situated employees throughout the California Class Period, who incurred expenses in the discharge of their duties. (The "Expense Reimbursement SubClass").

B. **California SubClass "B":** All of Defendants' California Account Executives and other similarly situated employees throughout the California Class Period, who did not receive overtime wages for all hours worked in excess of eight (8) hours per day, and/or forty (40) hours per week. (The "Overtime SubClass").

C. **California SubClass "C":** All of Defendants' California Account Executives and other similarly situated employees throughout the California Class Period, who resigned or whose employment was terminated and who were not paid all wages due upon termination. (The "Termination Sub-Class").

13. Plaintiff reserves the right under Rule 3.764(a), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subClasses or limitation to particular issues.

14. This action has been brought and may properly be maintained as a Class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

15. **Ascertainable Class:** The proposed Class and each subClass are ascertainable in that their Members can be identified and located using information contained in Defendants' payroll and personnel records.

16. **Numerosity:** The potential quantity of Members of the Class and SubClasses as defined is so numerous that joinder of all Members would be unfeasible and impractical. The disposition of their claims through this Class action will benefit both the parties and this Court. The quantity of Members of the Class and SubClasses is unknown to Plaintiff at this time, however, it is estimated that each of the Class and SubClasses numbers is excess of

1 100 individuals. The quantity and identity of such Membership is readily ascertainable by  
2 inspection of Defendants' records.

3 17. **Commonality:** There are questions of law and fact common to the Class and  
4 SubClasses which predominate over questions affecting only individual Class Members,  
5 including, without limitation:

- 6 (1) Whether Defendants paid overtime to Class Members for all hours worked in  
7 excess of eight (8) hours a day, and/or forty (40) hours in a workweek;
- 8 (2) Whether Defendants paid the proper overtime rate based both on Class Members'  
9 hourly rate plus commissions for all hours worked in excess of eight (8) hours a  
10 day, and/or forty (40) hours in a workweek;
- 11 (3) Whether Defendants reimbursed Class Members for the full value of expenditures  
12 and losses incurred in the discharge of their duties with Defendants;
- 13 (4) Whether Defendants' conduct constitutes unfair competition within the meaning  
14 of Business and Professions Code sections 17200, *et seq.*;
- 15 (5) Whether Members of the Class and SubClasses are entitled to compensatory  
16 damages, and if so, the measure such damages;
- 17 (6) Whether the Members of the Class and SubClasses are entitled to injunctive  
18 relief;
- 19 (7) Whether the Members of the Class and SubClasses are entitled to restitution;
- 20 (8) Whether Defendants are liable for pre-judgment interest; and
- 21 (9) Whether Defendants are liable for attorneys' fees and costs.

22 18. **Typicality:** The claims of Plaintiff are typical of the claims of all Member of the  
23 Class and SubClasses because all Members of the Class and SubClasses sustained injuries and  
24 damages arising out of Defendants' common course of conduct in violation of law.

25 19. **Adequacy of Representation:** Plaintiff is an adequate representative of the Class  
26 and SubClasses, and will fairly protect the interests of the Members of the Class and SubClasses,  
27 has no interests antagonistic to the Members of the Class and SubClasses, and will vigorously  
28 pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating matters



1 the FLSA. The claims of Plaintiff are similar to those of the other Class Members.

2 25. The Seventh Cause of Action is properly brought and maintained as an Opt-  
3 In collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. section 216(b) (*See* Exhibit  
4 "1," "Consent to make a claim in a lawsuit under the FLSA"). The covered employees are  
5 readily ascertainable. For purposes of notice and other purposes related to this action, their  
6 names and addresses are readily available from Defendants. Notice will be provided to the  
7 Nationwide FLSA Collective Plaintiffs via first Class mail to the last known address provided by  
8 the employer.

9 V.

10 **FIRST CAUSE OF ACTION**  
11 **(Failure to Reimburse Business Related Expenses in Violation of**  
12 **California Labor Code §2802)**  
13 **(By All California Class Members Against Defendants)**

14 26. Plaintiff realleges each paragraph of this Complaint as though fully set forth.

15 27. Pursuant to California Labor Code § 2802, Defendants are required to fully  
16 reimburse Plaintiff and other Members of the Class, for all out-of-pocket expenses incurred by  
17 them in the performance of their job duties, including but not limited to, transportation costs  
18 relating to mileage, parking, toll roads, meal expenses for clients and potential clients, and cell  
19 phone expenses. Plaintiff and the Members of the Class he seeks to represent were employed by  
20 Defendants as Account Executives which required them to incur these expenses in the  
21 performance of their job duties.

22 28. For the four (4) year period preceding the filing of this Complaint, Plaintiff and  
23 the Members of the Class have been required to personally incur and pay for these expenses in  
24 the discharge of their employment duties, all without reimbursement from Defendants.

25 29. Defendants have a policy of regularly and consistently refusing to fully reimburse  
26 Plaintiff and the Members of the Class for such expenses, in violation of California law.

27 30. As a result of these violations, Plaintiff and the Members of the Class have been  
28 damaged in an amount according to proof at the time of trial, in excess of the minimum  
jurisdiction of this Court.







1 disgorge these ill-gotten gains and restore to Plaintiff and the Members of the Plaintiff Class the  
2 wrongfully withheld wages and/or other monies pursuant to Business and Professions Code  
3 section 17200 *et seq.* Plaintiff is informed and believes that Defendants are unjustly enriched  
4 through their failure to reimburse business expenses and failure to properly pay overtime wages  
5 to Plaintiff and Members of the Plaintiff Class.

6 54. Plaintiff is informed and believes that Plaintiff and Members of the Plaintiff Class  
7 are prejudiced by Defendants' unfair trade practices.

8 55. Plaintiff, individually and on behalf of all employees similarly situated, is entitled  
9 to equitable and injunctive relief, including full restitution, specific performance, and/or  
10 disgorgement of all wages unlawfully withheld as a result of Defendants' business acts and  
11 practices.

12 56. The illegal conduct alleged is continuing and there is no indication Defendants  
13 will not continue such activity. Plaintiff alleges that if Defendants are not enjoined from the  
14 conduct set forth in this Complaint, they will continue to fail to reimburse business expenses, and  
15 will fail to pay and avoid paying appropriate taxes, insurance, and unemployment withholdings.

16 57. Plaintiff further requests that the Court issue a preliminary and permanent  
17 injunction prohibiting Defendants from failing to reimburse business expenses.

18 **SIXTH CAUSE OF ACTION**  
19 **(Statutory Penalties in Violation of California Labor Code §§ 2698 *et seq.*)**  
20 **(By All California Class Members Against Defendant)**

21 58. Plaintiff realleges each paragraph of this Complaint as though fully set forth.

22 59. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides:

23 “(a) Any employer or other person acting on behalf of an  
24 employer who violates, or causes to be violated, a section of this  
25 chapter or any provision regulating hours and days of work in any  
26 order of the Industrial Welfare Commission shall be subject to a  
27 civil penalty as follows: (1) For any initial violation, fifty dollars  
28 (\$50) for each underpaid employee for each pay period for which  
the employee was underpaid in addition to an amount sufficient to

1 recover underpaid wages. (2) For each subsequent violation, one  
2 hundred dollars (\$100) for each underpaid employee for each pay  
3 period for which the employee was underpaid in addition to an  
4 amount sufficient to recover underpaid wages. (3) Wages  
5 recovered pursuant to this section shall be paid to the affected  
6 employee.”

7 60. Defendants’ failure to provide employees with reimbursement for business  
8 expenses, in accordance with California law, including California Labor Code Section 2802,  
9 entitles Plaintiff to recover a civil penalty as an aggrieved employee on behalf of himself and  
10 other Account Executives, and other similar positions, employed by Defendants, pursuant to  
11 California Labor Code Section 558.

12 61. Defendants’ failure to provide employees with one and one-half times their  
13 regular rate of pay for overtime hours worked, in accordance with California law, including  
14 California Labor Code Sections 1194, entitles Plaintiff to recover a civil penalty as an aggrieved  
15 employee on behalf of himself and other Account Executives, and other similar positions,  
16 employed by Defendants, pursuant to California Labor Code Section 558.

17 62. Defendants’ failure to provide employees with all compensation due at the time of  
18 termination of employment, in accordance with California Labor Code Section 201-203, entitles  
19 Plaintiff to recover a civil penalty on behalf of other former Account Executives, and other  
20 similar positions, employed by Defendants, pursuant to California Labor Code Section 2699(f).

21 63. Plaintiff has complied with the procedural requirements specified in Labor Code  
22 Section 2699.3 as to each of the alleged violations. A true and correct copy of the notice sent via  
23 certified mail to the Defendant and California’s Labor and Workforce Development Agency is  
24 attached as Exhibit “2.”

25 64. As a result of the violations alleged, Plaintiff, as an aggrieved employee on behalf  
26 of himself and other current and former Account Executives, and other similar positions,  
27 employed by Defendants, seeks all civil penalties available pursuant to Labor Code Section 2699,  
28 including all civil penalties, attorneys’ fees, expenses, and costs of suit.

1           65.     Enforcement of statutory provisions to protect workers and to ensure proper and  
2 prompt payment of wages is a fundamental public interest. Plaintiff's successful enforcement of  
3 important rights affecting public interest will confer a significant benefit upon the general  
4 public. Private enforcement of these rights is necessary, as no public agency has pursued  
5 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be  
6 against the interests of justice to require the payment of attorneys' fees and costs from any  
7 recovery obtained, pursuant to, among other authorities, Labor Code Sections 218.5, and 2699,  
8 and Code of Civil Procedure Section 1021.5.

9           66.     If Plaintiff succeeds in enforcing these rights affecting the public interest, then  
10 attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil  
11 Procedure Section 1021.5 and other applicable laws, in part because:

- 12           A.     A successful outcome will enforce important rights affecting the public interest by  
13                 requiring Defendants to comply with California's wage and hour, and unfair  
14                 business practices laws;
- 15           B.     This action will result in a significant benefit to Plaintiff, the Class, and the  
16                 general public by bringing to a halt unlawful, unfair, deceptive, and misleading  
17                 activity, and by causing the return of ill-gotten gains obtained by Defendants;
- 18           C.     Unless this action is prosecuted, Members of the Class and general public will not  
19                 recover those monies, and many of Defendants' employees would not be aware  
20                 they were victimized by Defendants' wrongful acts and practices;
- 21           D.     Unless this action is prosecuted, Defendants will continue to mislead its  
22                 employees about the true nature of their rights and remedies under the wage and  
23                 hour laws; and
- 24           E.     An award of attorneys' fees and costs is necessary for the prosecution of this  
25                 action and will result in a benefit to Plaintiff, the Class, and to the public in  
26                 general by preventing Defendants from continuing to circumvent wage and hour  
27                 statutes which the California legislature and courts have recognized are not merely  
28                 matters of private concern between employer and employee, but are matters of

1 public concern, designed to provide minimum substantive guarantees to  
2 individual workers, and are essential to public welfare.

3 **SEVENTH CAUSE OF ACTION**  
4 **(Nationwide FLSA Non-Exempt Employees Against Defendant for FLSA Claims, 29 U.S.C.  
section 201, *et seq.* for Overtime Wages)**

5 67. Plaintiff realleges each paragraph of this Complaint as though fully set forth.

6 68. At all relevant times, Defendants have been, and continue to be, an  
7 “employer” engaging in interstate “commerce” within the meaning of the FLSA, 29 U.S.C.  
8 section 203. At all relevant times, Defendants have employed, and continue to employ the  
9 Covered Employees as “employees[s]” including Plaintiff and each of the Collective Nationwide  
10 FLSA Collective Plaintiffs within the meaning of the FLSA. At all relevant times, Defendants  
11 have had gross operating revenues in excess of \$500,000.

12 69. Throughout the FLSA Class Period, Plaintiff and the other Covered  
13 Employees worked hours in excess of forty (40) hours per workweek, and continue to do so.  
14 Plaintiff consents to suit in this action pursuant to Section 16(b) of the FLSA, 29 U.S.C. section  
15 216(b).

16 70. At all relevant times, Defendants have had, and continue to have common  
17 policies, programs, practices, procedures, protocols, routines, and rules of willfully failing to pay  
18 Covered Employees at time and half at the proper regular rate of pay which includes earned  
19 commissions.

20 71. At all relevant times, Defendants willfully, regularly and repeatedly failed,  
21 and continue to fail to pay Plaintiff and the Nationwide FLSA Collective Plaintiffs at the required  
22 overtimes rates, including earned commissions, for hours worked in excess of forty (40) hours  
23 per workweek. The claims of Plaintiff are similar to those of the other Covered Employees.  
24 Defendants have violated and continue to violate FLSA, 29 U.S.C. sections 201, *et. seq.*,  
25 including 29 U.S.C. section 207(a)(1) and section 215(a).

26 72. At all relevant times, Defendants willfully, regularly, and repeatedly failed  
27 to make, keep, and preserve accurate records required by the FLSA with respect to Plaintiff and  
28 the Nationwide Collective Plaintiffs sufficient to determine their wages, hours, and other

1 employment conditions and practices in violation of the FLSA, 29 U.S.C. sections 201, et. seq.,  
2 including 29 U.S.C. sections 211(c) and 216(b).

3 73. It is likely that other individuals will sign consent forms and join as Plaintiffs in  
4 this action in the future.

5 74. Plaintiff and other Covered Employees seek damages in the amount of  
6 their unpaid overtime compensation, liquidated (double) damages as provided by the FLSA for  
7 overtime violations, attorneys' fees and costs of action, injunctive relief requiring Defendants to  
8 cease and desist from its violations of the FLSA, and to comply with the FLSA, and such other  
9 legal and equitable relief as the Court deems just and proper.

10 **VI.**  
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment as follows:

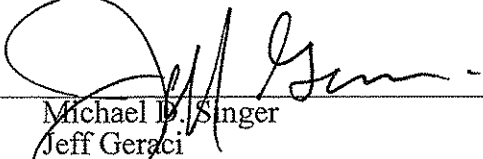
- 13 1. That the Court determine this action may be maintained as a Class action;
- 14 2. For compensatory damages in an amount according to proof with interest;
- 15 3. For economic and/or special damages in an amount according to proof with  
16 interest;
- 17 4. That the court determine that the failure of the Defendants to fully reimburse  
18 Plaintiff, each Plaintiff Class Member and SubClasses for work-related  
19 expenditures and losses be adjudged and decreed a violation of applicable IWC  
20 Wage Orders, regulations and statutes;
- 21 5. For penalties for employees who were owed wages at termination under Labor  
22 Code section 203;
- 23 6. That Defendant be found to have engaged in unfair competition in violation of  
24 section 17200 of the California Business and Professions Code;
- 25 7. That Defendant be ordered and enjoined to make restitution to the Class due to its  
26 unfair competition, including disgorgement of its wrongfully-obtained revenues,  
27 earnings, profits, compensation, and benefits, pursuant to California Business and  
28 Professions Code sections 17203 and 17204;

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- 8. That Defendant be enjoined to cease and desist from unfair competition in violation of section 17200 of the California Business and Professions Code;
- 9. Designation of this action as a collective action on behalf of the Nationwide FLSA Collective Plaintiffs (asserting FLSA Claims) and prompt issuance of notice pursuant to 29 U.S.C. section 216(b) to all similarly situated Members of the FLSA Opt-In Class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. section 216(b);
- 10. Designation of Plaintiff as a Representative of the Nationwide FLSA Collective Plaintiffs;
- 11. A declaratory judgement that the practices complained of are unlawful under the FLSA;
- 12. An injunction against Defendants and their officers, agents, successors, employees, representative, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth ;
- 13. For attorneys' fees, including fees pursuant to 29 U.S.C. section 216, interest and costs of suit;
- 14. Pre-Judgment and Post-Judgement interest, as provided by law; and
- 15. For such other and further relief as the Court deems just and proper.

COHELAN KHOURY & SINGER  
Counsel for Plaintiff

Dated: December 23, 2009

By:   
Michael D. Singer  
Jeff Geraci

# **EXHIBIT 1**

CONSENT TO JOIN FORM

**Consent to sue under the Fair Labor Standards Act (FLSA)**

I work or worked for *Radio Disney Group, LLC* ("Disney" or "Defendant") on or after the date that is three (3) years before the filing of the Complaint in this action up to and including the time of trial for this matter as an Account Executive with the primary duty of selling advertising for Defendant's Radio Stations within the State of California and throughout the United States.

I consent to be a party plaintiff in a lawsuit alleging that Radio Disney has violated the Fair Labor Standards Act and applicable state labor law. I understand that this lawsuit seeks unpaid overtime and related damages that may be owed to me and other current and former Radio Disney employees.

I understand that I have the right to choose other counsel and to pursue my claims solely on my own behalf, and I choose to be represented in this matter by class counsel Cohelan Khoury & Singer, and other attorneys with whom they may associate.

Print Name:

Michael Brett Palmer

Signature:

*Michael Brett Palmer*

Dated:

12/23/09

# **EXHIBIT 2**

# COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN,\* APLC  
ISAM C. KHOURY, APC  
DIANA M. KHOURY, APC  
MICHAEL D. SINGER,\* APLC

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December 22, 2009

JEFF GERACI  
J. JASON HILL†  
KIMBERLY D. NEILSON  
CHRISTOPHER A. OLSEN

(† Also admitted in Illinois)

(\* Also admitted in the District of Columbia)  
(\* Also admitted in Colorado)

## NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

**To: California Labor and Workforce Development Agency and  
Radio Disney Group, LLC**

**From: Michael Brett Palmer on behalf of himself and all current and/or former Account  
Executives**

### **Factual Statement:**

Michael Brett Palmer was employed by Radio Disney Group, LLC as an Account Executive. During his employment, Radio Disney failed to reimburse Mr. Palmer, and similarly situated employees, for expenses incurred in the discharge of their duties, and failed to provide overtime wages. He does not fall within any recognized exemption from laws requiring overtime wages or expense reimbursement. Mr. Palmer is informed and believes that such violations are ongoing, systematic and continuous. He intends to bring an action against Radio Disney under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.

### **Labor Code Violations and Remedies:**

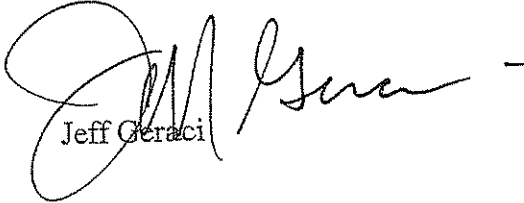
Mr. Palmer worked as an Account Executive at Radio Disney, LLC, until November 2009. The position performs functions which are not exempt from California's wage and hour laws. During Mr. Palmer's employment, Radio Disney failed to reimburse him and other similarly situated employees fully and/or partially, for work related expenses, including, but not limited to, automobile mileage and cell phone charges. It also failed to pay him, and other similarly situated employees, at one and one half times their regular rate of pay for hours worked in excess of eight per day and/or forty per week. It is believed that for a period of at least four years prior to December 2009, Radio Disney, LLC committed these violations.

Radio Disney's failure to reimburse employees, fully and/or partially, for work related expenses, and its failure to provide overtime pay, establishes the right to recover wages and penalties as set forth in the Labor Code.

Victoria Bradshaw, Secretary  
California LWDA  
December 22, 2009  
Page 2

Mr. Palmer and other similarly situated employees, are entitled to recover unpaid wages, with interest, penalties, and attorneys fees as permitted by the Labor Code, including sections 203, 210, 1194, 2802, 2804. Mr. Palmer intends to bring an action against Radio Disney under the Private Attorney General Act ("PAGA") to recover wages, interest, penalties, and attorneys' fees. If permitted, Mr. Palmer will seek any and all amounts capable of being collected by the Commission pursuant to Labor Code Section 2699.3 *et seq.*

Respectfully submitted,  
COHELAN KHOURY & SINGER



Jeff Geraci

**VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT**

Victoria Bradshaw, Secretary  
California Labor and Workforce Development Agency  
801 K Street, Suite 2101  
Sacramento, CA 95814

Radio Disney Group, LLC  
13725 Montfort Drive  
Dallas, TX 75240

Radio Disney Group, LLC  
c/o Marshall Reed  
500 S Buena Vista Street  
Burbank, CA 91521-0105