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Los Angeles Superior Court

**MAY 25 2006**

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**INITIAL CASE MANAGEMENT REVIEW  
AND CONFERENCE**

*C 8:30am DEPT B*

**SEP 11 2006**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES WEST DISTRICT

**PATRICIA L. COLLINS**

10 ADAM PICK, an individual doing business as )  
11 Idol Go Home, )  
12 Plaintiff, )

13 vs. )

14 FREMANTLEMEDIA NORTH AMERICA, )  
15 INC., a Delaware corporation; AMERICAN )  
16 IDOL PRODUCTIONS, INC., a California )  
17 corporation; FOX TELEVISION STATIONS, )  
18 INC., a Delaware corporation; and Does 1 )  
19 through 10, inclusive. )  
20 Defendants. )

Case No. \_\_\_\_\_

COMPLAINT FOR

- (1) BREACH OF IMPLIED CONTRACT;
- (2) INTERFERENCE WITH CONTRACT;
- (3) INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (4) FRAUD;
- (5) NEGLIGENT MISREPRESENTATION;
- (6) PROMISSORY ESTOPPEL;
- (7) DECLARATORY RELIEF;
- (8) INJUNCTIVE RELIEF and
- (9) ACCOUNTING.

**DEMAND FOR JURY TRIAL**

1 Plaintiff Adam Pick, an individual doing business as Idol Go Home ("Pick"), by and  
2 through his undersigned attorneys, alleges, upon personal knowledge as to himself, his actions,  
3 and actions and statements made in his presence, and on information and belief as to all other  
4 matters, as follows:

#### 5 NATURE OF ACTION

6 1. Plaintiff Adam Pick created and developed a highly lucrative idea for the hit  
7 television show *American Idol*. Pick's idea involved the creation of an online interactive fantasy  
8 game in which *American Idol* fans, acting as fantasy judges, would pick the next *American Idol*  
9 contestant to "go home" (*i.e.*, to be eliminated) and compete for prizes, coupled with an online  
10 platform for fans to post their own personal blogs and photos. Pick realized that, whereas  
11 *American Idol's* marketing strategies were aimed at who would be the next *American Idol*  
12 winner, there was a huge value in the inverse question: who would be the *loser* each week? Pick  
13 created and designed his website idea based upon this insight, built a prototype website,  
14 registered the domain name "www.IdolGoHome.com" and lined up a number of interested  
15 sponsors and advertisers. (Pick's concept and ideas are referred to herein as Pick's "Website  
16 Idea").

17 2. Pick pitched his Website Idea in confidence to the Director of Business and Legal  
18 Affairs at American Idol Productions, Inc., the owner of the *American Idol* franchise, and to the  
19 Director of Interactive at American Idol Productions, Inc., with the understanding that  
20 Defendants would not use his lucrative Website Idea without paying for it. At Defendants'  
21 request, Pick submitted his prototype website to Defendants for their review and consideration.  
22 Under well established legal principles, Pick's submission to Defendants created an implied in  
23 fact contract that Defendants would not use his Website Idea without paying for it.

24 3. Defendants responded to Pick's pitch by falsely telling Pick that they were not  
25 interested in his Website Idea. That was untrue. Defendants were very interested; they simply

1 did not want to pay for it. So Defendants stole it. After purportedly passing on Pick's Website  
2 Idea, Defendants modified their *American Idol* website to directly copy Pick's Website Idea.  
3 Defendants used Pick's concept, format and layout and offered the same grand prize that Pick  
4 had offered for the winner of his fantasy game. Defendants' website featured a community of  
5 fan bloggers coupled with an interactive fantasy game in which fans pick the next *American Idol*  
6 contestant to go home and compete for prizes – the very Website Idea Defendants claimed they  
7 had no interest in. Although Defendants had a website for the four prior seasons of *American*  
8 *Idol*, never before had Defendants' website featured anything resembling Pick's Website Idea.

9 4. *American Idol* is perhaps the most valuable television franchise in existence  
10 today. The genius of Pick's idea was that it tapped into a previously untouched and highly  
11 valuable income stream related to that franchise. Defendants immediately began generating  
12 huge amounts of revenue from the theft of Pick's Website Idea. Defendants' *American Idol*  
13 website catapulted in popularity and use. This dramatic leap worth many millions of dollars,  
14 brought about by the use of Pick's Website Idea, is a testament to the huge value of Pick's  
15 Website Idea.

16 5. Instead of honoring its agreement with Pick, and abiding by its representations to  
17 him, ***Defendants instead threatened to sue Pick if he used his own ideas.*** Apparently  
18 concerned that Pick's use of his own ideas on his website, [www.IdolGoHome.com](http://www.IdolGoHome.com), would reveal  
19 an inconsistency in *American Idol's* official results – and thus corroborate vote-tampering  
20 allegations against *American Idol* – Defendants tried to intimidate Pick into abandoning his own  
21 concept and ideas.

22 6. Defendants' conduct displays the worst kind of corporate greed and malfeasance.  
23 Even though they control one of the most successful and lucrative franchises in television  
24 history, Defendants chose to steal an ingenious idea from one of their own fans, rather than fairly  
25 compensate him for it.



1 *American Idol* fans, acting as fantasy judges, would pick the next *American Idol* contestant to  
2 "go home" (i.e., to be eliminated) and compete for prizes, coupled with an online platform for  
3 fans to post their own personal blogs and photos. Pick realized that, whereas *American Idol*'s  
4 marketing strategies were aimed at who would be the next *American Idol* winner, there was a  
5 huge value in the inverse question: who would be the *loser* each week? Fans would post their  
6 own personal blogs to discuss and debate the likely outcomes, thereby stimulating interest in the  
7 site and working synergistically with the fantasy game and television show to maximize the  
8 number of times visitors would come to the site and, equally important, the number of pages they  
9 would view. Pick's Website Idea combined each of these elements to maximize its value.

10 16. Pick understood that his Website Idea would have great value to the owners of  
11 *American Idol*. It would tap into an unexploited market, it would have a synergistic relationship  
12 with the television show (since participants needed to watch the show to play the game), and it  
13 would serve as a vehicle for capturing a database of *American Idol* fans that could be marketed  
14 to in a wide variety of ways.

#### 15 **Pick Pitched His Website Idea To Defendants**

16 17. Pick realized that the way to maximize the value of his Website Idea was to sell it  
17 to the owners of *American Idol*. On or about August 19, 2005, Pick pitched his Website Idea to  
18 the Director of Business and Legal Affairs for AIP, Joe Scavetta. Scavetta was familiar with  
19 Pick as a businessman with an interest in *American Idol*. Pick informed Scavetta that he had a  
20 new idea he wished to present to him. Pick disclosed his Website Idea to Scavetta in confidence  
21 with the understanding that Defendants would not use his idea without compensating him for it –  
22 indeed that was the whole point.

23 18. Scavetta told Pick that Defendants were not interested, purporting to pass on the  
24 idea, saying that Defendants would not use a game in which participants try to pick the next  
25

1 *American Idol* contestant to be eliminated from the show because Defendants' marketing focus  
2 was on finding the next *American Idol* winner.

3 19. Undeterred, Pick believed that if he demonstrated the great value in his Website  
4 Idea, Defendants would be interested in acquiring it. He explained to Seavetta that he would like  
5 to launch his beta website, which he believed would demonstrate to Defendants that the idea was  
6 not only viable but highly lucrative. Seavetta stated that he had no objection to this approach,  
7 conditioned only on Pick agreeing not to use the *American Idol* trademarks.

8 20. Pick then contacted Seavetta again, on or about November 14, 2005, informing  
9 Seavetta that he now had a prototype website. Seavetta referred Pick to the Director of  
10 Interactive for AIP, Jason Turner. Pick contacted Turner who requested that Pick submit to him  
11 Pick's prototype website. Pick did so. By requesting that Pick submit Pick's prototype website  
12 to Turner, Defendants further impliedly agreed that they would not use Pick's Website Idea  
13 without paying him for it.

14 21. On or about November 15, 2005, Pick and Turner went through Pick's prototype  
15 website together. Turner admitted that the prototype site was impressive, but did not in any way  
16 suggest that Defendants had changed their position and were now interested in purchasing the  
17 Website Idea. Pick confirmed with Turner that Defendants had no objection to Pick's launch of  
18 his website.

#### 19 **Pick Launched Idol Go Home, With Defendants' Approval**

20 22. On or about December 15, 2005, Pick put his website Idol Go Home online as a  
21 beta site. He did so only after having a clear understanding with Defendants that they would not  
22 use his Website Idea without paying for it, and with their specific statements that they had no  
23 objection to Pick launching Idol Go Home.

24 23. On January 17, 2006, Seavetta sent a letter to Pick complaining about the use of  
25 two *American Idol* trademarks and *American Idol* finale tickets as a grand prize (claiming that

1 such tickets are non-transferable) on his Idol Go Home site. Pick realized that his web designers  
2 had inadvertently placed two *American Idol* trademarks on Idol Go Home. Pick immediately  
3 had the marks removed from the site and also changed the grand prize. After doing so, Pick  
4 confirmed with Seavetta that Defendants had no other issues with his site. On or about January  
5 25, 2006, Seavetta told Pick that everything was okay with Idol Go Home.

6 24. Idol Go Home was highly successful. *American Idol* fans flocked to Pick's  
7 website to set up their personal blogs and play the fantasy game. Idol Go Home received  
8 substantial national and international press coverage. And Pick began assembling a highly  
9 valuable data base of registered users. Indeed, over 75% of his registered users fell within the  
10 coveted female demographic.

11 **Defendants Stole Pick's Website Idea And Threatened To Sue Pick If He Used His Own**  
12 **Idea**

13 25. On February 16, 2006, in direct violation of their prior agreements, promises, and  
14 representations, Defendants delivered a letter to Pick demanding that he immediately shut down  
15 Idol Go Home and transfer the domain name "IdolGoHome.com" and any other domain names  
16 Pick had registered that include the word "Idol" to Fremantle or face a lawsuit alleging violations  
17 of state and federal law. Defendants then sent a further threatening e-mail the next day and again  
18 on February 21, 2006.

19 26. Pick was shocked and confused by Defendants' letter and e-mails. At the time, he  
20 was recovering from open heart surgery. On February 21, Pick left voicemail messages for  
21 Defendants and their counsel to try to resolve this issue. Having not received any return call, on  
22 February 22, Pick sent an e-mail to Defendants' counsel informing him that Pick was recovering  
23 from heart surgery, and explaining, among other things, that Defendants had expressly approved  
24 of his website so Defendants' demand letter made no sense.

1           27.     At the same time that Defendants were trying to intimidate Pick into abandoning  
2 Idol Go Home, Defendants were in the process of stealing every one of the ideas Pick had  
3 pitched to them. Beginning in or about January 2006, Defendants began modifying their own  
4 website to copy Pick's Website Idea, in direct breach of their contractual obligations to Pick and  
5 directly contrary to their representations and promises to Pick. Defendants copied virtually  
6 every single element of Pick's Website Idea, including but not limited to:

- 7       • Defendants added a fantasy game to their website using Pick's concepts, design and  
8        layout;
- 9       • Defendants' fantasy game had fans pick the next *American Idol* contestant to "go home"  
10        *i.e.*, the very concept that Pick pitched to Defendants and that Defendants passed on  
11        claiming they would not use a game which focused on the loser rather than the winner of  
12        *American Idol*;
- 13       • Defendants' fantasy game even had the exact same grand prize and featured the exact  
14        same iconic picture of the Hollywood sign that Pick used; and
- 15       • Defendants added an online platform to their website for fans to post their own personal  
16        blogs with similar features and functionality as Pick's blog platform.

17           28.     By engaging in this conduct, Defendants usurped the value of Pick's Website Idea  
18 without paying for it and destroyed Pick's ability to profit from his highly valuable idea.

19           29.     Within weeks of using Pick's ideas on their website, the traffic on Defendants'  
20 website and the amount of time spent and number of pages users viewed increased dramatically.  
21 In the world of the Internet, this transformation of Defendants' website upon the use of Pick's  
22 Website Idea had huge value. This meant that visitors to the site were not just viewing the home  
23 page but viewing page after page, spending time on the site, reading other fans' blogs and  
24 playing the fantasy game. During the four prior seasons of *American Idol*, Defendants' website  
25

1 contained none of the features from Pick's Website Idea and its website traffic never reached  
2 anything close to what occurred when Defendants stole Pick's Website Idea.

3 30. Defendants made a series of false representations and promises to Pick, including  
4 but not limited to telling Pick that Defendants were not interested in his Website Idea; and telling  
5 Pick that Defendants did not object to Pick launching his own website using his Website Idea.

6 31. These representations were willfully false and fraudulent when made, or at a  
7 minimum made without any reasonable belief in their truth, and Pick relied to his detriment on  
8 these false representations by completing his beta website and launching it, only to be threatened  
9 and intimidated by Defendants for doing the very thing they specifically approved.

### 10 **Defendants Acted In Bad Faith Due, In Part, To Concerns About Vote Tampering**

#### 11 **Allegations**

12 32. *American Idol* has been dogged by allegations of vote tampering over the years,  
13 allegations fueled in part by Defendants' refusal to release the actual voting results.

14 33. Defendants were concerned that Idol Go Home, which included the posting of the  
15 actual voting results generated by the fans playing Pick's fantasy game, could produce results  
16 materially at odds with the results of the show itself. Defendants were concerned that this could  
17 provide support to the allegations of vote tampering by *American Idol*.

18 34. Defendants' baseless demands that Pick immediately shut down Idol Go Home  
19 (even though Defendants had previously specifically approved it) were made in bad faith, to  
20 permit Defendants to steal Pick's Website Idea and use it without paying for it, to eliminate any  
21 competition from Pick, and to eliminate the risk of material inconsistencies between Pick's  
22 tabulations and the actual *American Idol* results.

### 23 **Defendants' Fraudulent, Malicious, and Oppressive Conduct**







1 popular and successful. Defendants attempted to shut down Idol Go Home and take Pick's  
2 Website Idea without paying for it.

3 54. Defendants' representations, made by managing agents of Defendants, were  
4 knowingly false when made. Defendants made these false representations intentionally and  
5 willfully, with knowledge that the representations were false or with reckless disregard of the  
6 truth or falsity of the representations.

7 55. Pick reasonably relied to his detriment on Defendants' false representations by  
8 completing the build out of his website, entering into numerous contracts and launching Idol Go  
9 Home.

10 56. As a direct and proximate cause of Defendants' false representations, Pick was  
11 damaged in an amount to be proven at trial but believed to be well in excess of jurisdictional  
12 requirements.

13 57. Defendants acted fraudulently, maliciously and/or oppressively thus entitling Pick  
14 to punitive and exemplary damages in an amount to be proven at trial.

15 **FIFTH CAUSE OF ACTION**

16 **(NEGLIGENT MISREPRESENTATION)**

17 **(Against Fremantle and AIP)**

18 58. Pick incorporates by reference each of the allegations set forth in paragraphs 1  
19 through 35 above.

20 59. By engaging in the conduct alleged above, Defendants falsely represented to Pick  
21 that they had no interest in Pick's Website Idea and that they had no objection to Pick launching  
22 his website. Such representations were made by Scavetta on or about August 19, 2005 and  
23 November 14, 2005 and by Turner on or about November 15, 2005. In addition, on or about  
24 January 25, 2006 Scavetta again told Pick that he had no objection to Pick's website.





1 **EIGHTH CAUSE OF ACTION**

2 **(INJUNCTIVE RELIEF)**

3 **(Against Fremantle, AIP and Fox)**

4 76. Pick incorporates by reference each of the allegations set forth in paragraphs 1  
5 through 35 above.

6 77. Defendants are currently using Pick's Website Idea in violation of their  
7 contractual and other obligations to Pick as alleged above.

8 78. Defendants' wrongful conduct will continue unless and until the court issues an  
9 injunction ordering Defendants to cease and desist using Pick's Website Idea. Defendants'  
10 ongoing conduct has caused and, unless enjoined, will continue to cause, great and irreparable  
11 injury to Pick.

12 79. Pick has no adequate remedy at law.

13 80. Pick therefore seeks an order enjoining Defendants, Fox and anyone acting on  
14 their behalf from using Pick's Website Idea or any portion thereof.

15 **NINTH CAUSE OF ACTION**

16 **(ACCOUNTING)**

17 **(Against Fremantle and AIP)**

18 81. Pick incorporates by reference each of the allegations set forth in paragraphs 1  
19 through 35 above.

20 82. In order to determine the full amount of money Defendants owe to Pick, Pick  
21 seeks a full and complete accounting from Defendants of (i) all revenues generated from  
22 Defendants' websites "[www.idolonfox.com](http://www.idolonfox.com)" and "[www.americanidol.com](http://www.americanidol.com)" from their inception  
23 to the present and (ii) all revenues from the use of Pick's Website Idea.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Pick prays for relief as follows:

1. That judgment be entered in favor of Pick and against Defendants on all causes of action;
2. That Pick recover damages according to proof, including interest thereon;
3. That Pick recover punitive damages according to proof;
4. That the Court issue a declaration that (a) Defendants, and Fox, cannot use Pick's Website Idea without reasonably compensating him for such use, and (b) Pick is free to utilize his own Website Idea;
5. That the Court issue an injunction ordering Defendants, Fox and anyone acting on their behalf to cease using Pick's Website Idea or any portion thereof.
6. That Pick recover his costs of suit herein;
7. That Pick receive a full and complete accounting from Defendants; and
8. For such other, further, or different relief that the Court deems just and proper.

DATED: May 22, 2006

By \_\_\_\_\_  
JEFFREY B. VALLE  
Valle & Associates  
Attorneys for Plaintiff Adam Pick