



JOHNETTA PAYE ESQUIRE

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Was Doc McStuffins' contract 'doctored' against her?



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"Doc McStuffins" fans are in for a treat: The good news is the show has been renewed for a fifth season. The bad news is there's still legal trouble with Disney.

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Kiara Muhammad, the original voice behind Dottie “Doc” McStuffins, may have been replaced by a new voice-over actor (Laya DeLeon Hayes), but Muhammad is still looking for compensation for merchandise revenue, according to the [lawsuit via Deadline](#).

Muhammad, the voice behind the Doc McStuffins character from October 26, 2010 to October 2012, was on a single-day recording session agreement and received a flat rate of \$5,000. HR reports that each day she would sign a new contract and by the end of the day, that same agreement would be terminated. Every time she recorded, the same rule would

that same agreement would be terminated. Every time she recorded, the same rule would apply. While this is clearly beneficial for Disney Character Voices and Studiopolis, giving them the right to look for an alternate voice-over actress at any time, it was less than ideal for Muhammad. She'd reportedly asked for a multi-day contract.

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In season two, starting November 11, 2012, her earnings were increased with the added income of 2.5 percent for net merchandising (games, recorded music, toys, etc.). According to the lawsuit though, Muhammad wasn't paid her flat rate of \$5,000 in a timely manner and is seeking interest. Additionally, Disney sold merchandise utilizing Muhammad's voice internationally, in stores and online. The company has also allegedly not sent Muhammad an accounting of all net profits she should have received. By 2015, she was terminated, and Hayes now replaces her on the show.

Muhammad's lawsuit against Disney Character Voices and Studiopolis includes breach of contract, waiting time penalties and accounting.

Kiara Muhammad's lawsuit provides valuable insight for other day players in the film and television industry. In her lawsuit, Muhammad and her mother allege that Disney failed to pay the child star in a timely manner. A judge or jury will have to decide if the daily termination of Muhammad's employment falls within the meaning of [California Labor Code section 201\(a\)](#), which provides:

“(a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately”

Muhammad and her legal team could argue that after each daily recording session, Muhammad's contract was terminated. Therefore, Muhammad's wages were due and

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However, Screen Actor Guild (SAG) and non-union single day contracts provide a specific time frame the actor will be paid. If Muhammad's contract confirmed she was to be paid within five days of the voice recording session, it may be difficult for her to succeed on a late payment claim.

Further, Section 203 of the California Labor Code requires that a plaintiff shows that the employer "willfully failed" to pay the wages due to the plaintiff. Muhammad will have to show that Disney willfully withheld her paycheck each time her employment with the company was terminated. If Disney had contractual grounds for withholding her paycheck, then it will be an uphill battle for Muhammad to show Disney's actions were willful.

Muhammad's situation highlights the importance of negotiating very specific payment terms into actor agreements. When will the actor be paid? What payment types will the actor accept? What happens if the actor is not paid on time?

In an exclusive rights contract, it may be advantageous for the actor to limit the scope. In addition to the previously mentioned 2.5 percent agreement, the allegations in Muhammad's complaint indicate that she gave Disney an exclusive right to use her Doc McStuffins recordings. If she had granted Disney an exclusive right to use her voice for animated shows, then she would have precluded herself from being able to do voice-over work for another animated show. Considering Disney and Muhammad have parted ways.

work for another animated show. Considering Disney and Muhammad have parted ways, she definitely wants to retain the ability to engage in voice-over work for other shows.

While day contracts may not seem like a big deal, they can have major implications. Child actors and adult actors should seek the advice of an entertainment law attorney before signing an actor agreement.

Have more questions about actor agreements and licensing deals? Contact [J. Paye & Associates](#) today.

Shamontiel L. Vaughn contributed to this blog. Find out more about her at [Shamontiel.com](#).

The information contained here is intended to provide useful information on the topic covered but should not be construed as one-size-fits-all legal advice. Speak to an attorney specifically about your contractual agreement for specific terms and conditions.

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