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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 JANE DOE, Individually and On Behalf of All
14 Others Similarly Situated,
15 Plaintiffs,

16 vs.

17 NFL ENTERPRISES LLC dba NATIONAL
18 FOOTBALL LEAGUE, FORTY NINERS
19 FOOTBALL COMPANY LLC, THE OAKLAND
20 RAIDERS LIMITED PARTNERSHIP,
21 CHARGERS FOOTBALL COMPANY LLC,
22 THE LOS ANGELES RAMS LLC, THE
23 ARIZONA CARDINALS FOOTBALL CLUB
24 LLC, ATLANTA FALCONS FOOTBALL CLUB
25 LLC, BALTIMORE RAVENS INC., BUFFALO
26 BILLS LLC, PANTHERS FOOTBALL LLC,
27 CINCINNATI BENGALS INC., THE DALLAS
28 COWBOYS FOOTBALL CLUB LTD., PDB
SPORTS LTD. dba DENVER BRONCOS, THE

CASE NO.:

CLASS ACTION

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

1 DETROIT LIONS INC., HOUSTON TEXANS
2 INC., INDIANAPOLIS COLTS INC.,
3 JACKSONVILLE JAGUARS LLC, KANSAS
4 CITY CHIEFS FOOTBALL CLUB INC., MIAMI
5 DOLPHINS LTD., MINNESOTA VIKINGS
6 FOOTBALL LLC, NEW ENGLAND PATRIOTS
7 LLC, THE NEW ORLEANS LOUISIANA
8 SAINTS LIMITED PARTNERSHIP, NEW YORK
9 JETS LLC, PHILADELPHIA EAGLES LLC,
10 SEATTLE SEAHAWKS INC., BUCCANEERS
11 LIMITED PARTNERSHIP dba TAMPA BAY
12 BUCCANEERS, TENNESSEE FOOTBALL INC.,
13 PRO-FOOTBALL INC. dba WASHINGTON
14 REDSKINS,

15 Defendants.

16 Plaintiff Jane Doe, Individually and On Behalf of All Others Similarly Situated (the “Plaintiff”), sues
17 the NFL Enterprises LLC dba National Football League (“NFL”), Forty Niners Football Company LLC
18 (“49ers”), The Oakland Raiders (“Raiders”), a California limited partnership, Chargers Football
19 Company LLC (“Chargers”), The Los Angeles Rams LLC (“Rams”), The Arizona Cardinals Football
20 Club LLC (“Cardinals”), Atlanta Falcons Football Club LLC (“Falcons”), Baltimore Ravens Inc.
21 (“Ravens”), a corporation, Buffalo Bills LLC (“Bills”), Panthers Football LLC (“Panthers”), Cincinnati
22 Bengals Inc. (“Bengals”), The Dallas Cowboys Football Club, Ltd. (“Cowboys”), PDB Sports Ltd., dba
23 Denver Broncos (“Broncos”), The Detroit Lions Inc. (“Lions”), Houston Texans Inc. (“Texans”),
24 Indianapolis Colts Inc. (“Colts”), Jacksonville Jaguars LLC (“Jaguars”), Kansas City Chiefs Football
25 Club Inc. (“Chiefs”), Miami Dolphins, Ltd. (“Dolphins”), Minnesota Vikings Football LLC (“Vikings”),
26 New England Patriots LLC (“Patriots”), The New Orleans Louisiana Saints Limited Partnership
27 (“Saints”), New York Jets LLC (“Jets”), Philadelphia Eagles LLC (“Eagles”), Seattle Seahawks LLC
28 (“Seahawks”) Buccaneers Limited Partnership dba Tampa Bay Buccaneers (“Buccaneers”), Tennessee

1 Football Inc. (“Titans”), Pro-Football Inc. dba WASHINGTON (“Redskins”), (collectively “Defendant
2 NFL Member Teams”, and with Defendant NFL, collectively “Defendants”). Plaintiff, individually and
3 on behalf of all others similarly situated, complain against Defendants, and each of them, and demand a
4 trial by jury of all issues and for all causes of action allege:

5 **I. SUMMARY OF THE ACTION**

6 1. This class action challenges a conspiracy among Defendants to fix and suppress the compensation
7 of their employees, female athletes colloquially known as “cheerleaders”. Without knowledge or
8 consent of employees, Defendant NFL Member Teams’ owners and senior executives entered into
9 an agreement or series of agreements to eliminate competition among them for skilled labor
10 employed as “cheerleaders”.

11 2. The conspiracy included agreements among Defendants to:

- 12 a. Refrain from recruiting female athletes from fellow Defendant NFL Member Teams;
- 13 b. Pay female athletes a low, flat wage for each game performed;
- 14 c. Not pay female athletes for time spent rehearsing;
- 15 d. Not pay female athletes for time spent on various community outreach events
- 16 e. Prohibit female athletes from being employed by other professional cheerleading
17 teams, not just within the NFL;
- 18 f. Prohibit female athletes from discussing their earnings with each other in a further
19 effort to suppress earnings by ensuring female athletes would not become aware of
20 the illegal nature of their employment and compensation, thus further depressing and
21 suppressing the market;
- 22 g. File with Defendant NFL all female athlete contracts to ensure participation with the
23 conspiracy.

24 3. On information and belief, Defendant NFL conspired with the Defendant NFL Member Teams to
25 coordinate, encourage, facilitate, and implement the agreement in order to pay female athletes
26 below fair market value. Defendant NFL did so by requiring Defendant NFL Member teams to file
27 with Defendant NFL all written employment contracts with all non-player employees of NFL
28 member teams, including those of female athletes. This requirement served as a check-and-balance,

1 and allowed Defendant NFL and Defendant NFL Member Teams to ensure the conspiracy among
2 the Defendant NFL Member Teams to suppress female athlete earnings was enforced.

3 4. On information and belief, in doing so, Defendants so conspired with the purpose of reducing
4 market competition among female athletes and thus ensuring female athlete earnings remained far
5 below fair market value.

6 5. Plaintiff is unaware of precisely when this conspiracy was first consummated. However, the
7 conspiracy is continuing, and Defendants committed new and independent overt acts each year, as
8 (1) a new wave of female athletes were hired by Defendant NFL Member Teams; (2) when
9 Defendant NFL Member Teams forced Class members to sign new employment agreements, and
10 (3) Defendant NFL Member Teams filed those employment agreements with the NFL. This renewal
11 of the conspiracy happened most recently prior to the 2016-17 NFL season.

12 **II. THE PARTIES**

13 6. This class action is brought by Plaintiff, on behalf of herself, and on behalf of all others similarly
14 situated, who have sustained injuries or incurred damages arising from Defendants' violations of the
15 antitrust and unfair competition laws of the State of California and the United States.

16 7. Plaintiff Jane Doe, and at all times mentioned herein was, a resident of Santa Clara County, State of
17 California, and is over 18 years of age. Jane Doe is a former employee of Defendant 49ers. Jane
18 Doe worked for the 49ers from approximately July 2013 until February 2014 as a female athlete,
19 colloquially known as a "cheerleader", on the 49ers "Gold Rush Girls" dance team. Jane Doe is a
20 trained well-rounded and multi-disciplinary dancer who spent nearly two decades training to be a
21 ballet dancer before being employed as a female athlete with the 49ers. Jane Doe was injured in her
22 business or property by reason of the violations alleged herein.

23 8. On information and belief, Defendant NFL, which maintains its offices at 345 Park Avenue, New
24 York, New York, is an unincorporated association consisting of separately owned professional
25 football teams that operate out of many different cities and states in this country. The NFL is
26 engaged in interstate commerce in the business of promoting, operating, and regulating the league
27 and its member teams. At all times relevant, Defendant NFL did business and availed itself of
28 jurisdiction in this district through substantial contacts, including through participating in football

1 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
2 San Francisco, State of California, as alleged herein.

3 9. On information and belief, Defendant 49ers is a limited liability company, at all times relevant with
4 its principle place of business located in San Francisco County and/or Santa Clara County, State of
5 California, and doing business in, San Francisco County and/or Santa Clara County, State of
6 California.

7 10. On information and belief, Defendant Raiders is a limited partnership, at all times relevant with its
8 principal place of business in Alameda County, State of California, and doing business in and
9 availing itself of jurisdiction in this district through substantial contacts, including through
10 participating in football games, selling merchandise, and by engaging in antitrust activities affecting
11 commerce in County of San Francisco, State of California, as alleged herein.

12 11. On information and belief, Defendant Chargers is a limited liability company, at all times relevant
13 with its principal place of business in San Diego County, State of California, and doing business in
14 and availing itself of jurisdiction in this district through substantial contacts, including through
15 participating in football games, selling merchandise, and by engaging in antitrust activities affecting
16 commerce in County of San Francisco, State of California, as alleged herein.

17 12. On information and belief, Defendant Rams is a limited liability company, at all times relevant with
18 its principal place of business in Los Angeles County, State of California and/or State of Missouri,
19 and doing business in and availing itself of jurisdiction in this district through substantial contacts,
20 including through participating in football games, selling merchandise, and by engaging in antitrust
21 activities affecting commerce in County of San Francisco, State of California, as alleged herein.

22 13. On information and belief, Defendant Cardinals is a limited liability company, at all times relevant
23 with its principal place of business in State of Arizona, and doing business in and availing itself of
24 jurisdiction in this district through substantial contacts, including through participating in football
25 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
26 San Francisco, State of California, as alleged herein.

27 14. On information and belief, Defendant Falcons is a limited liability company, at all times relevant
28 with its principal place of business in State of Georgia, and doing business in and availing itself of

1 jurisdiction in this district through substantial contacts, including through participating in football
2 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
3 San Francisco, State of California, as alleged herein.

4 15. On information and belief, Defendant Ravens is a corporation, at all times relevant with its principal
5 place of business in State of Maryland, and doing business in and availing itself of jurisdiction in
6 this district through substantial contacts including through participating in football games, selling
7 merchandise, and by engaging in antitrust activities affecting commerce in County of San
8 Francisco, State of California, as alleged herein.

9 16. On information and belief, Defendant Panthers is a limited liability company, at all times relevant
10 with its principal place of business in State of North Carolina, and doing business in and availing
11 itself of jurisdiction in this district through substantial contacts, including through participating in
12 football games, selling merchandise, and by engaging in antitrust activities affecting commerce in
13 County of San Francisco, State of California, as alleged herein.

14 17. On information and belief, Defendant Bengals is a corporation, at all times relevant with its
15 principal place of business in State of Ohio, and doing business in and availing itself of jurisdiction
16 in this district through substantial contacts, including through participating in football games,
17 selling merchandise, and by engaging in antitrust activities affecting commerce in County of San
18 Francisco, State of California, as alleged herein.

19 18. On information and belief, Defendant Cowboys is a limited liability company, at all times relevant
20 with its principal place of business in State of Texas, and doing business in and availing itself of
21 jurisdiction in this district through substantial contacts, including through participating in football
22 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
23 San Francisco, State of California, as alleged herein.

24 19. On information and belief, Defendant Broncos is a limited liability company, at all times relevant
25 with its principal place of business in State of Colorado, and doing business in and availing itself of
26 jurisdiction in this district through substantial contacts, including through participating in football
27 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
28 San Francisco, State of California, as alleged herein.

1 20. On information and belief, Defendant Lions is a corporation, at all times relevant with its principal
2 place of business in State of Michigan, and doing business in and availing itself of jurisdiction in
3 this district through substantial contacts, including through participating in football games, selling
4 merchandise, and by engaging in antitrust activities affecting commerce in County of San
5 Francisco, State of California, as alleged herein.

6 21. On information and belief, Defendant Texans is a corporation, at all times relevant with its principal
7 place of business in State of Texas, and doing business in and availing itself of jurisdiction in this
8 district through substantial contacts, including through participating in football games, selling
9 merchandise, and by engaging in antitrust activities affecting commerce in County of San
10 Francisco, State of California, as alleged herein.

11 22. On information and belief, Defendant Colts is a corporation, at all times relevant with its principal
12 place of business in State of Indiana, and doing business in and availing itself of jurisdiction in this
13 district through substantial contacts, including through participating in football games, selling
14 merchandise, and by engaging in antitrust activities affecting commerce in County of San
15 Francisco, State of California, as alleged herein.

16 23. On information and belief, Defendant Jaguars is a limited liability company, at all times relevant
17 with its principal place of business in State of Florida, and doing business in and availing itself of
18 jurisdiction in this district through substantial contacts, including through participating in football
19 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
20 San Francisco, State of California, as alleged herein.

21 24. On information and belief, Defendant Chiefs is a corporation, at all times relevant with its principal
22 place of business in State of Missouri, and doing business in and availing itself of jurisdiction in this
23 district through substantial contacts, including through participating in football games, selling
24 merchandise, and by engaging in antitrust activities affecting commerce in County of San
25 Francisco, State of California, as alleged herein.

26 25. On information and belief, Defendant Dolphins is a limited liability company, at all times relevant
27 with its principal place of business in State of Florida, and doing business in and availing itself of
28 jurisdiction in this district through substantial contacts, including through participating in football

1 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
2 San Francisco, State of California, as alleged herein.

3 26. On information and belief, Defendant Vikings is a limited liability company, at all times relevant
4 with its principal place of business in State of Minnesota, and doing business in and availing itself
5 of jurisdiction in this district through substantial contacts, including through participating in football
6 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
7 San Francisco, State of California, as alleged herein.

8 27. On information and belief, Defendant Patriots is a limited liability company, at all times relevant
9 with its principal place of business in Commonwealth of Massachusetts, and doing business in and
10 availing itself of jurisdiction in this district through substantial contacts, including through
11 participating in football games, selling merchandise, and by engaging in antitrust activities affecting
12 commerce in County of San Francisco, State of California, as alleged herein.

13 28. On information and belief, Defendant Saints is a limited partnership, at all times relevant with its
14 principal place of business in State of Louisiana, and doing business in and availing itself of
15 jurisdiction in this district through substantial contacts, including through participating in football
16 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
17 San Francisco, State of California, as alleged herein.

18 29. On information and belief, Defendant Jets is a limited liability company, at all times relevant with
19 its principal place of business in State of New Jersey, and doing business in and availing itself of
20 jurisdiction in this district through substantial contacts, including through participating in football
21 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
22 San Francisco, State of California, as alleged herein.

23 30. On information and belief, Defendant Eagles is a limited liability company, at all times relevant
24 with its principal place of business in Commonwealth of Pennsylvania, and doing business in and
25 availing itself of jurisdiction in this district through substantial contacts, including through
26 participating in football games, selling merchandise, and by engaging in antitrust activities affecting
27 commerce in County of San Francisco, State of California, as alleged herein.

28 31. On information and belief, Defendant Seahawks is a corporation, at all times relevant with its

1 principal place of business in State of Washington, and doing business in and availing itself of
2 jurisdiction in this district through substantial contacts, including through participating in football
3 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
4 San Francisco, State of California, as alleged herein.

5 32. On information and belief, Defendant Buccaneers is a limited partnership, at all times relevant with
6 its principal place of business in State of Florida, and doing business in and availing itself of
7 jurisdiction in this district through substantial contacts, including through participating in football
8 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
9 San Francisco, State of California, as alleged herein.

10 33. On information and belief, Defendant Titans is a corporation, at all times relevant with its principal
11 place of business in State of Tennessee, and doing business in and availing itself of jurisdiction in
12 this district through substantial contacts, including through participating in football games, selling
13 merchandise, and by engaging in antitrust activities affecting commerce in County of San
14 Francisco, State of California, as alleged herein.

15 34. On information and belief, Defendant Redskins is a corporation, at all times relevant with its
16 principal place of business in Commonwealth of Virginia, and doing business in and availing itself
17 of jurisdiction in this district through substantial contacts, including through participating in football
18 games, selling merchandise, and by engaging in antitrust activities affecting commerce in County of
19 San Francisco, State of California, as alleged herein

20 35. Plaintiffs are ignorant as to the exact relationship between, and relative degree of fault for the acts
21 and omissions alleged in this Complaint against Defendants, and will amend this complaint to more
22 accurately allege such names and capacities when ascertained. Based on the foregoing, and with
23 respect to the acts and omissions alleged in this complaint, Plaintiffs will refer throughout this
24 complaint collectively to the “Defendants” if and when Plaintiffs cannot at this time, through the
25 exercise of reasonable diligence, determine whether such acts and omissions are those of the known
26 Defendants or those of a yet unascertained Doe Defendant.

27 36. Whenever this Complaint refers to any corporation's act, deed, or transaction, it means that such
28 corporation engaged in the act, deed, or transaction by or through its officers, directors, agents,

1 employees, or other representatives while they actively were engaged in the management, direction,
2 control, or transaction of its business or affairs.

3 **III. JURISDICTION AND VENUE**

4 37. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28
5 U.S.C. § 1332(d)(2)(A), because (1) the amount in controversy exceeds \$5 million USD, exclusive
6 of interest and costs; (2) the class has over one hundred (100) members; and (3) Plaintiff is a citizen
7 of a state (California) different from at least one of the defendants.

8 38. Venue is proper in the Northern District of California because a substantial part of the events or
9 omissions giving rise to the claims alleged herein occurred in this district or affected commerce in
10 this district, and because Defendants have availed themselves of personal jurisdiction in this district
11 through substantial contacts in this district, including through participating in football games,
12 selling merchandise, and by engaging in antitrust activities affecting commerce in this district.

13 39. Intra-district assignment to the San Francisco Division is proper pursuant to Local Rule 3-2(b)
14 because a substantial part of the events or omissions giving rise to the claims alleged herein
15 occurred in the County of San Francisco, State of California, and affected commerce in County of
16 San Francisco, State of California.

17 **IV. CHOICE OF LAW**

18 40. California law applies to the claims of Plaintiff and all Class members. Application of California
19 law is constitutional, and California has a strong interest in deterring antitrust activities of resident
20 corporations and compensating those harmed by activities occurring in, emanating from, and
21 affecting commerce within California.

22 41. California commerce was greatly affected by the conspiracy agreements alleged herein. California
23 is home to more Defendant NFL Member Teams than any other state. Further, During the relevant
24 time period, Defendant NFL Member Teams played games in California, sold merchandise in
25 California, and broadcast games in California.

26 42. Plaintiff and Class members were injured by conduct occurring in and emanating from California.

27 43. For these reasons, among others, California's substantial interests exceed those of any other state.

28 ///

1 **V. CLASS ACTION ALLEGATIONS**

2 44. Plaintiff brings this action on behalf of herself and all others similarly situated (the “Class”)
3 pursuant to Federal Rule of Civil Procedure (“FRCP”) 23(a), 23(b)(1)(A), and 23(b)(1)(B).

4 45. The Class is defined as follows:

5 All natural persons employed by Defendant NFL Member Teams as female
6 athletes, colloquially known as “cheerleaders”, within four years prior to the
7 date of filing of this Complaint.

8 46. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class
9 Period should be adjusted accordingly.

10 47. Plaintiff does not, as yet, know the exact size of the Class because such information is in the
11 exclusive control of Defendants. However, upon information and belief, the Class includes several
12 thousand people. Under information and belief, Class members are geographically dispersed
13 throughout California and the United States. Joinder of all Class members is thus not practicable.

14 48. The exact identities of members of the Class may be ascertained via reference to Defendants’
15 records, appropriately noticed mailings, telephone calls and in-person meetings with other members
16 of the Class. The identities of other persons on whose behalf this action is brought may be
17 ascertained by the publishing of notices in appropriate local newspapers and similar publications.

18 49. The questions of law or fact common to the Class included but are not limited to:

- 19 a. Whether Defendants’ conduct violated the Sherman Act and/or Cartwright Act;
20 b. Whether Defendants’ conspiracy agreements, or any of them, as alleged herein,
21 constitute a *per se* violation of the Sherman Act and/or Cartwright Act;
22 c. Whether Defendants fraudulently concealed their conduct;
23 d. Whether Defendants’ conspiracy and associated agreements restrained trade,
24 commerce, or competition for skilled labor among Defendants;
25 e. Whether Plaintiff and the Class suffered antitrust injury or were threatened with
26 injury;
27 f. The type and measure of damages suffered by Plaintiff and the Class;

28 50. These and other questions of law and fact are common to the Class, and predominate over any

1 questions affecting only individual Class members.

2 51. Plaintiff's claims are typical of the claims of the Class.

3 52. Plaintiff will fairly and adequately represent the interests of the Class and have no conflict with the
4 interests of the Class.

5 53. Plaintiff has retained competent counsel experienced in antitrust litigation and class action litigation
6 to represent herself and the Class.

7 54. This class action is superior to any alternatives, if any, for the fair and efficient adjudication of this
8 controversy. Prosecution as a class action will eliminate the possibility of repetitive litigation. There
9 will be no material difficulty in the management of this action by class action. By contract,
10 prosecution of separate actions by individual Class members would create the risk of inconsistent or
11 varying adjudications, establishing incompatible standards of conduct for Defendants.

12 **VI. FACTUAL ALLEGATIONS**

13 **A. Trade and Commerce.**

14 55. During the Class Period, Defendants employed Class members in California and throughout the
15 United States, including this judicial district.

16 56. Defendants' conduct substantially affected interstate commerce throughout the United States and
17 caused antitrust injury throughout the United States.

18 57. Defendants' conduct also substantially affected commerce within and throughout the State of
19 California and caused antitrust injury within and throughout the State of California.

20 **B. Background.**

21 58. Plaintiff, and those similarly situated, are persons employed by Defendant NFL Member Teams,
22 colloquially known as "cheerleaders" (hereinafter "female athletes"). Class members comprise
23 various dance troupes affiliated with and operated by Defendant NFL Member Teams. Plaintiff Jane
24 Doe was specifically employed as a female athlete by Defendant 49ers from approximately May
25 2013 through February 2014.

26 59. On information and belief, Defendant NFL is a massive conglomerate of individually owned
27 Defendant NFL Member Teams.

28 60. On information and belief, Defendant NFL and Defendant NFL Member Teams are, collectively, a

1 multi-billion dollar per year business. Over the last few decades, NFL revenue and profits have
2 skyrocketed, as television and radio contracts keep pace with seemingly unending growth in fan
3 interest. Forbes Magazine projected the NFL's revenues would exceed \$13.3 billion dollars in 2016.
4 That number is halfway to NFL Commissioner Roger Goodell's publicly stated goal of \$25 billion
5 by the year 2027, and up from \$8.5 billion when he made the proclamation back in 2010.

6 61. On information and belief, at least an estimated \$5 billion of annual league revenue currently comes
7 from television rights fees, the cost of which is in part passed on to the viewing public in subscriber
8 fees and paid advertising.

9 62. On information and belief, Forbes Magazine now estimates Defendant NFL Member Teams are
10 worth an average of \$2.34 billion.

11 63. On information and belief, in concert with that rise in value, NFL male athlete salaries have
12 skyrocketed. In 2016, NFL players collectively earned approximately \$6.4 billion among 1,800
13 persons. This averages approximately \$1,300,000.00 per male athlete. Many male athletes earn far
14 above that amount. Even practice squad players, who do not perform in NFL games but merely
15 serve as proverbial practice dummies for players that do, earn at least \$117,300.00 per season. Most
16 insulting of all, on information and belief, NFL mascots, who dress in oversized costumes and walk
17 around the stadium during games just ten times per year, and with no discernible skill, are paid
18 anywhere from \$25,000.00 to \$65,000.00 per year, and receive retirement benefits. It is no
19 coincidence the only group of employees paid well below market value were "cheerleaders" – a
20 group entirely comprised of women.

21 64. On information and belief, while the NFL has no competitor professional football league, Defendant
22 NFL Member Teams are without question in direct competition with each other. Defendant NFL
23 Member Teams compete on the football field; they compete in acquiring players and coaches who
24 will compete on the football field; they compete for executives who both hire players and coaches
25 and run the business side of each Defendant NFL Member Team; and indeed Defendant NFL
26 Member Teams compete for female athletes, as alleged herein.

27 65. On information and belief, Defendant NFL Member Teams have employed female athletes since at
28 least 1954, when the Baltimore Colts employed women as female athletes as part of its Baltimore

1 Colts Marching Band.

2 66. On information and belief, over the last fifty years, female athletes have grown in importance to
3 Defendant NFL Member Teams. During the relevant time period, twenty-six¹ (26) of the thirty-two
4 (32) NFL member teams employed “cheerleading teams”. Many of those cheerleading teams are
5 given demeaning names, such as the Buffalo Jills (recently defunct), the Oakland Raiderettes, and
6 the Seattle Sea Gals.

7 67. On information and belief, female athletes are almost uniformly highly skilled dancers with years
8 and even decades of training. Further, although the stereotype is female athletes are simply beautiful
9 women who stand on the sidelines to serve as “eye-candy” to fans, female athletes serve a far
10 greater and more valuable purpose for Defendant NFL Member Teams.

11 68. On information and belief, in addition to performing at NFL games, Defendant NFL Member
12 Teams utilize female athletes on their respective cheerleading teams for community outreach.
13 Female athletes are required, and in the past often without pay, to participate in charity and
14 promotional events, among other means of community outreach. As NFL male athlete pay has
15 skyrocketed over the years, NFL teams required relatable but popular team representatives to go to
16 into their communities to meet fans and serve as the smiling face of the team. Defendant NFL
17 Member Teams increasingly utilize female athletes for this purpose.

18 69. On information and belief, Defendant NFL Member Teams often require their female athletes to
19 take part in photoshoots. The results of those photoshoots are often utilized to create videos,
20 calendars and other merchandise that NFL teams sell to fans, without providing additional
21 compensation to the female athletes. NFL female athletes are thereby required to relinquish rights to
22 their likeness without compensation.

23 70. On information and belief, NFL female athletes are so sought after they are, collectively, one of the
24 most popular entertainment groups to perform for the United States Armed Forces’ USO shows. In
25 2007, female athletes for the Buffalo Jills traveled to and performed in the war zone in Iraq. In
26 1996, female athletes for the Defendant 49ers (known as the San Francisco Gold Rush) helicoptered
27

28 ¹ Defendant Bills disbanded their cheerleading team just prior to the 2014 season, but did employ prospective Class members during the Class period.

1 into war-torn Bosnia to perform a USO show.

2 71. On information and belief, female athletes are also heavily utilized in NFL television broadcasts, as
3 television networks air footage of female athletes performing throughout each televised game.
4 Defendants and the television networks utilize these shots of female athletes to show the “pomp and
5 circumstance” of the sport, and to reinforce the idea NFL games are a spectacle not to be missed.

6 72. In short, female athletes are heavily utilized by Defendant NFL Member Teams to serve as a
7 relatable and often lucrative face of the teams.

8 **C. Conspiracy to Suppress Earnings.**

9 73. In a properly functioning and lawfully competitive labor market, competing employers compete for
10 qualified employees. Such competition fosters fair earnings for employees, as the best employees
11 will fetch the highest earnings, and create upward pressure on employee compensation.

12 74. However, on information and belief, Defendants conspired to ensure this competition did not occur
13 for its female athletes, thus resulting in artificially low compensation.

14 75. On information and belief, despite their importance to Defendant NFL Member Teams, historically,
15 Defendant NFL Member Teams paid their employed female athletes poorly. There have been a rash
16 of lawsuits filed over the last few years alleging that various NFL teams paid their female athletes
17 below the legally-mandated minimum wage. Plaintiff here alleges something vastly more sinister.

18 76. On information and belief, Plaintiff alleges Defendant NFL Member Teams actively conspired to
19 suppress female athlete earnings by agreeing to pay female athletes below fair market value and by
20 agreeing to refrain from recruiting female athletes from fellow Defendant NFL Member Teams.

21 77. On information and belief, during the relevant time period, no Defendant NFL Member Team ever
22 attempted to recruit a female athlete from another Defendant NFL Member Team, even those teams
23 located in the same geographic market.

24 78. In addition to this agreement, Defendant NFL Member Teams prohibited those female athletes from
25 seeking similar employment with other professional cheerleading teams, not just within the NFL,
26 thus enforcing the illegal agreement to suppress earnings. Notably, senior executives, including but
27 not limited to heads of each Defendant NFL Member Team’s “cheerleading” team, are permitted
28 and do routinely seek and obtain employment with other NFL Member Teams.

1 79. The conspiracy began with an agreement between senior executives of Defendant NFL Member
2 Teams to eliminate competition for female athletes with the intent and effect of suppressing the
3 compensation and mobility of female athletes. Those senior executives include Defendant NFL
4 Member Team owners, high ranking management officials, and heads of each Defendant NFL
5 Member Team’s “cheerleading” team. These agreements were made at various meetings throughout
6 the year where said senior executives collectively gather. These meetings include annual NFL
7 owner meetings, the NFL scouting combine, the NFL Draft, the Super Bowl, the Pro Bowl, trade
8 shows, and even conference calls among senior executives, among other events.

9 80. Each Defendant NFL Member Team, through its senior executives as alleged herein, agreed to

- 10 a. Suppress earnings for female athletes well below their fair market value;
- 11 b. Refrain from recruiting female athletes from fellow Defendant NFL Member Teams;
- 12 c. Pay female athletes a low, flat wage for each game performed;
- 13 d. Not pay female athletes for time spent rehearsing;
- 14 e. Not pay female athletes for time spent on various community outreach events
- 15 f. Prohibit female athletes from being employed by other professional cheerleading
- 16 teams, not just within the NFL;
- 17 g. Prohibit female athletes from discussing their earnings with each other in a further
- 18 effort to suppress earnings by ensuring female athletes would not become aware of
- 19 the illegal nature of their employment and compensation, thus further depressing and
- 20 suppressing the market;
- 21 h. File with Defendant NFL all female athlete contracts to ensure participation in the
- 22 conspiracy.

23 81. On information and belief, Defendant NFL conspired with the Defendant NFL Member Teams to
24 coordinate, encourage, facilitate, and implement the agreement to pay female athletes below fair
25 market value. Defendant NFL did so by requiring Defendant NFL Member teams to file with the
26 NFL all written employment contracts with all non-player employees of NFL member teams,
27 including those of female athletes.

28 82. On information and belief, this requirement served as a check-and-balance, and allowed Defendant

1 NFL and Defendant NFL Member Teams to ensure the conspiracy among the Defendant NFL
2 Member Teams to suppress female athlete earnings was enforced.

3 83. On information and belief, this requirement was and is set forth by the NFL Constitution and
4 Bylaws. Furthermore, the NFL Constitution and Bylaws regulate specific terms and conditions
5 which must be present in all employment contracts between NFL member teams and their non-
6 player employees, including female athletes.

7 84. On information and belief, in doing so, Defendant NFL conspired with Defendant NFL Member
8 Teams to suppress market competition among female athletes and ensure female athlete earnings
9 remained far below fair market value.

10 85. Defendants entered into, implemented, and policed these agreements with knowledge of the other
11 Defendants' participation. These concerted efforts to restrict the movement and earnings of female
12 athletes amounted to and were an intentional unreasonable restraint of trade which effects local,
13 state, and interstate commerce.

14 86. Plaintiff is unaware of precisely when this conspiracy was first consummated. However, the
15 conspiracy is continuing, and Defendants committed new and independent overt acts each year, as
16 (1) a new wave of female athletes were hired by Defendant NFL Member Teams; (2) when
17 Defendant NFL Member Teams forced Class members to sign new employment agreements, and
18 (3) Defendant NFL Member Teams filed those employment agreements with the NFL. This renewal
19 of the conspiracy happened most recently prior to the 2016-17 NFL season.

20 **D. Effects of Defendants' Conspiracy on Plaintiff and the Class.**

21 87. On information and belief, until the recent lawsuits against Defendant NFL Member Teams, female
22 athletes were largely paid a flat fee per game. For example, Defendant Raiders paid its female
23 athletes a flat fee of \$125 game, and did not compensate female athletes time spent rehearsing or
24 engaged in mandatory community events, along with other time that should have been
25 compensated. Similarly, Defendant Buccaneers paid its female athletes a flat fee of \$100 per game,
26 did not compensate for rehearsals, and rarely paid a low hourly wage for community events.
27 Defendant Bengals paid its cheerleaders a flat fee of \$90 per game, and did not compensate them
28 for rehearsals or community events. Finally, Defendant Bills did not pay its female athletes at all for

1 games or rehearsals, and rarely paid them for community events.

2 88. Perhaps even more insultingly, Defendant NFL Member Teams required female athletes auditioning
3 for the team to pay approximately \$25 per woman just to tryout.

4 89. Since these lawsuits began being filed, Defendant NFL Member Teams generally raised their
5 earnings for female athletes to minimum wage.

6 90. On information and belief, Defendant NFL Member Teams universally paid its cheerleaders the
7 same or nearly the same amount per game, and likewise did not compensate female athletes for time
8 spent rehearsing or engaged in mandatory community outreach events, nor other time that should
9 have been compensated.

10 91. On information and belief, generally, NFL Member Teams required female athletes to work
11 approximately three-hour rehearsals three times per week from approximately the beginning of May
12 through the end of the season², generally around the last week of December, and longer if the team
13 made the NFL playoffs. Female athletes worked ten home games per year at approximately 9-hours
14 per day, and a conservative estimate of an average of twenty appearances per year in additional
15 time, including photo shoots and community events.

16 92. On information and belief, the true fair market value for female athletes may have been and may
17 continue to be approximately \$100,000.00 per female athlete, per year, based on consultations with
18 industry experts.

19 93. On information and belief, the Dancers Alliance, a union for professional dancers and
20 choreographers requires earnings for professional dancers as follows, in pertinent part³:

21 **Dancers Alliance Rates**

22 Minimum Rates For Live Shows, Industrials & Non-Union Music Videos

23 **Rehearsals:** Agency fees apply on top of these rates

24 \$175 | 1-4 hours (anything over 4 hours = time and a half)

25 \$250 | 4- 8 hours (anything over 8 hours = time and a half)

26 Also note, if a rehearsal is on a travel day, both fees apply.

27
28 ² Estimated at approximately 100 rehearsals/practices

³ Source: <https://www.dancersalliance.org/da-rates>

1 **Show**

2 \$500 minimum / show

3 Rate for additional same-day shows is negotiable

4 Also note, if show is on a travel day, both fees apply.

5 **Per Diem**

6 Depending on the company policy, it can be distributed on the first day of
7 the job, or inside your check.

8 Domestic Travel: \$65 / day

9 International Travel: \$75 / day.

10 94. At the rates listed by Dancers Alliance, female athletes employed by Defendant NFL Member
11 Teams would have been compensated a minimum of approximately \$26,000.00 per year for
12 rehearsals, performances, and appearances, instead of the approximately \$1,000.00-1,500.00 per
13 year they were generally paid. These estimated minimums do not include possible per diems.

14 95. The Dancers Alliance further provides:

15 “An additional fee will be negotiated if video (or portions of video) that embodies
16 performer's likeness is used for commercial, television, film, dvd, concert tour
17 usage, Netflix, Hulu, YouTube/YouTube Red, Vevo, social media or any other
18 promotional media. Usage fees are calculated based on the total budget of the
19 video. Usage fees include all ancillary usage for music videos including
20 documentary, "making of" specials, dvds, film trailers, social media/online
21 footage, or concert tour usage. Usages excluded from this fee are product-related
22 commercial usage, usage that falls under union jurisdiction (such as the use of
23 music video within a feature film, non-promotional television program, etc.) print
24 usage (including, but not limited to cover art) and "lifts" into other titled music
25 videos. This also includes any medium now known or created in the future.”

26 96. However, NFL female athletes were required to sign over to Defendant NFL Member Teams the
27 right to use their likeness in promotional and retail materials, with no compensation. The value of
28 each female athlete's likeness in this context is unknown to Plaintiff at this time. However, the

1 value to Plaintiffs would be, at a minimum, in line with rates for likeness use and residual likeness
2 use under the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-
3 AFTRA”) agreements, which can be very significant figures. Class member likenesses are used
4 throughout television broadcasts, commercials for the NFL, and in other contexts. Additionally,
5 Defendant NFL Member teams are believed to make significant profits selling female athletes’
6 likenesses in calendars, videos, posters, and more. For example, as of the date of the filing of this
7 complaint, Defendant NFL’s website was selling calendars featuring NFL female athletes for as
8 much as \$22.99. In 2003, Forbes magazine estimated cheerleaders for Defendant NFL Member
9 Teams garner at least \$1 million in revenue per team per year. Given that estimate was made fifteen
10 years ago, those revenue numbers are significantly higher at all times relevant to this complaint.

11 97. Additionally, the value of female athletes as the face of the franchise to each Defendant NFL
12 Member Team’s community is difficult to quantify, but certainly contributed to the fair market
13 value of each Class member. As alleged above, consultations with industry experts suggest the fair
14 market value of each female athlete to be approximately \$100,000.00 per year.

15 98. As alleged herein, on information and belief, Defendant NFL Member Teams conspired to keep
16 female athlete compensation low. As part of this conspiracy, Defendant NFL Member Teams
17 agreed to and did use fear and intimidation to induce compliance and acceptance of suppressed
18 earnings by female athletes. Female athletes were told by Defendant NFL Member teams and their
19 agents they were lucky to be chosen, should be grateful and could be quickly replaced if they failed
20 to perform in any way.

21 99. Plaintiff and each member of the Class were harmed by each and every agreement herein alleged.
22 Defendants’ conspiracy was an ideal tool to suppress employee compensation. While certain
23 Defendant NFL Member Teams are located in the same market (e.g., the 49ers and the Raiders) and
24 the effects of antitrust activity between those two Defendants is thus obvious, the effects of
25 Defendants’ agreement were far more reaching. For example, a female athlete of Defendant 49ers
26 would be extremely unlikely to apply for a position with Defendant Cowboys. Such a move would
27 require the female athlete to spend money on airfare and lodging, possibly costing over \$1,000.00,
28 just to attend auditions in Dallas, Texas. Even if the female athlete was then selected by Defendant

1 Cowboys, she would then have to spend many thousands of dollars to uproot her life and relocate to
2 Dallas, Texas. In return, she would be compensated only around \$1,000.00 for the entire season.
3 NFL Member Teams thus used the suppression of earnings to suppress Class member mobility,
4 which in turn reinforced the suppression of earnings.

5 **FIRST CLAIM FOR RELIEF**

6 **(VIOLATIONS OF THE CARTWRIGHT ACT, CAL. BUS. & PROF. CODE § 16720)**

7 **(AGAINST ALL DEFENDANTS)**

8 100. Plaintiff, on behalf of herself and all others similarly situated, realleges and incorporates herein
9 by reference each of the allegations contained in the preceding paragraphs of this Complaint, and
10 further alleges against Defendants as follows:

11 101. Defendants entered into and engaged in an unlawful trust in restraint of trade and commerce, as
12 described above, in violation of California Business and Professions Code section 16720
13 (“Cartwright Act”). Beginning no later than January 2013 and continuing through at least January
14 2017, Defendants engaged in continuing and annually renewed trusts in restraint of trade and
15 commerce in violation of the Cartwright Act.

16 102. Defendants’ trusts have included concerted action and undertakings among the Defendants with
17 the purpose of (a) fixing the compensation of Plaintiffs and the Class at artificially low levels; and
18 (b) eliminating, to a substantial degree, competition among Defendants for skilled labor.

19 103. As a direct and proximate result of Defendants’ efforts to restrain trade, eliminate competition,
20 and suppress earnings, members of the class have suffered injury to their property and have been
21 deprived of the benefits of free and fair competition.

22 104. The unlawful trust among Defendants has affected Plaintiff and the Class members in ways
23 including but not limited to the following:

- 24 a. Competition among Defendants for skilled labor has been suppressed, restrained, and
25 eliminated; and
26 b. Plaintiff and Class members have received lower compensation from Defendants
27 than they otherwise would have received in the absence of Defendants’ unlawful
28 trust, and as a result, have been injured in their property and have suffered damages

1 in an amount according to proof at trial. Plaintiff estimates total actual damages to be
2 between approximately \$100,000,000.00 to \$300,000,000.00 to the Class during the
3 Class Period.

4 105. Plaintiff and Class members are “persons” within the meaning of the Cartwright Act, as defined
5 in the Cartwright Act.

6 106. The acts done by each Defendant as part of and in furtherance of the conspiracy, alleged herein,
7 were authorized, ordered, or done by their respective officers, directors, agents, employees, or
8 representatives while actively engaged in the management of each Defendant’s affairs.

9 107. Defendants’ agreements and conspiracy are *per se* violations of the Cartwright Act.
10 Alternatively, these horizontal and vertical restraints of trade, as alleged, are *prima facie*
11 anticompetitive under the rule of reason analysis.

12 108. Plaintiff and the Class were thereby injured, and will continue to be injured, in their business
13 and property through suppressed earnings, and fewer opportunities to which they would have had
14 access, as a direct and indirect result of Defendants’ antitrust activities.

15 **WHEREFORE**, Plaintiff and the Class pray for judgment as follows:

- 16 a. For actual damages in an amount according to proof;
17 b. For trebled damages, pursuant to statute;
18 c. For reasonable attorney’s fees and costs of suit, pursuant to statute; and
19 d. For such other and further relief as the court deems just and proper.

20 **SECOND CLAIM FOR RELIEF**

21 **(VIOLATIONS OF SECTION 1 OF THE SHERMAN ACT, 15 U.S.C. § 1)**

22 **(AGAINST ALL DEFENDANTS)**

23 109. Plaintiff, on behalf of herself and all others similarly situated, realleges and incorporates herein
24 by reference each of the allegations contained in the preceding paragraphs of this Complaint, and
25 further alleges against Defendants as follows:

26 110. Defendants entered into and engaged in unlawful agreement(s) in restraint of trade and
27 commerce, as described above, in violation of Section 1 of the 15 U.S.C. § 1 (“Sherman Act”).
28 Beginning no later than January 2013 and continuing through at least January 2017, Defendants

1 engaged in continuing trusts in restraint of trade and commerce in violation of Section 1 of the
2 Sherman Act.

3 111. Defendants' trusts have included concerted action and undertakings among the Defendants with
4 the purpose of (a) fixing the compensation of Plaintiffs and the Class at artificially low levels; and
5 (b) eliminating, to a substantial degree, competition among Defendants for skilled labor.

6 112. As a direct and proximate result of Defendants' efforts to restrain trade, eliminate competition,
7 and suppress earnings, members of the class have suffered injury to their property and have been
8 deprived of the benefits of free and fair competition.

9 113. The unlawful trust among Defendants has effected Plaintiff and the Class members in ways
10 including but not limited to the following:

11 a. Competition among Defendants for skilled labor has been suppressed, restrained, and
12 eliminated; and

13 b. Plaintiff and Class members have received lower compensation from Defendants
14 than they otherwise would have received in the absence of Defendants' unlawful
15 trust, and as a result, have been injured in their property and have suffered damages
16 in an amount according to proof at trial. Plaintiff estimates total actual damages to be
17 between approximately \$100,000,000.00 to \$300,000,000.00 to the Class during the
18 Class Period.

19 114. The acts done by each Defendant as part of and in furtherance of the conspiracy, alleged herein,
20 were authorized, ordered, or done by their respective officers, directors, agents, employees, or
21 representatives while actively engaged in the management of each Defendant's affairs.

22 115. Defendants' agreements and conspiracy are *per se* violations of the Section 1 of the Sherman
23 Act. Alternatively, these horizontal and vertical restraints of trade, as alleged, are *prima facie*
24 anticompetitive under the rule of reason analysis.

25 116. Plaintiff and the Class were thereby injured, and will continue to be injured, in their business
26 and property through suppressed earnings, and fewer opportunities to which they would have had
27 access, as a direct and indirect result of Defendants' antitrust activities.

28 **WHEREFORE**, Plaintiff and the Class pray for judgment as follows:

- 1 a. For actual damages in an amount according to proof;
- 2 b. For trebled damages, pursuant to statute;
- 3 c. For reasonable attorney's fees and costs of suit, pursuant to statute; and
- 4 d. For such other and further relief as the court deems just and proper.

5 **PRAAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff on behalf of herself and Class members, prays this Court enter judgment
7 on her behalf and on behalf of the Class, by adjudging and decreeing that:

8 117. This action may be maintained as a class action, with Plaintiff as the designated Class
9 representative and her counsel as Class counsel;

10 118. Defendants have engaged in trust, contract, combination, or conspiracy in violation of and
11 California Business and Professions Code 16750(a) and Section 1 of the Sherman Act, and that
12 Plaintiff and the members of the Class have been damaged and injured in their business and
13 property as a result of these violations;

14 119. The alleged combinations and conspiracy be adjudged and decreed to be *per se* violations of the
15 Cartwright Act and Sherman Act;

16 120. Plaintiff and Class members recover threefold the damages determined to have been sustained
17 by them as a result of Defendants' conduct, as alleged herein, and that judgment be entered against
18 Defendants for the amount so determined;

19 121. For prejudgment and post-judgment interest;

20 122. For attorneys' fees;

21 123. For costs of suit;

22 124. For such other and further relief as the Court may deem just and proper.

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DEMAND FOR A JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demand a jury trial for all claims and issues so triable.

Dated: January 31, 2017

BRADSHAW & ASSOCIATES, P.C.

By: 
Drexel A. Bradshaw (State Bar No. 209584)
Thomas J. O'Brien (State Bar No. 274969)
Attorneys for Plaintiffs and the Proposed Class

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