

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF LA

2001 NOV 26 PM 1: 25

LORETTA G. WHYTE  
CLERK



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

MELANIE KRAMER, Individually and \*  
on Behalf of Others Similarly Situated \*  
\*  
VERSUS \*  
\*  
THE NEW ORLEANS SAINTS, TOM \*  
BENSON, BENSON FOOTBALL, INC., \*  
AND BENZ-SAINTS MANAGEMENT \*  
COMPANY, L.C. \*  
\* \* \* \* \*

CIVIL ACTION NO. 01-2451  
SECTION "L"  
MAGISTRATE 4

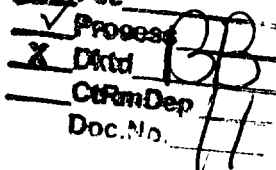
FIRST AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes the plaintiff, Melanie Kramer, and additional party plaintiff, Sylvia Alfortish, individually and on behalf of others similarly situated who wish to amend the original Complaint filed on August 13, 2001, in the following particulars:

1.

By amending the caption of the case to read: "*Melanie Kramer and Sylvia Alfortish, Individually and on Behalf of Others Similarly Situated versus New Orleans Louisiana Saints Limited Partnership, Tom Benson, Benson Football, Inc., and Benz-Saints Management Company, L.C.*"

Fee  
✓ Process  
X Dkt'd  
Ct/Rm/Dep  
Doc. No.



2.

By amending each paragraph where Melanie Kramer's name appears by adding Sylvia Alfortish as a party plaintiff, both in her individual capacity and on behalf of others similarly situated, including but not limited to paragraphs IV, V, and VI.

3.

By amending each paragraph where the defendant, The New Orleans Saints appears replacing it with New Orleans Louisiana Saints Limited Partnership.

4.

By adding paragraph VII(a) to read as follows:

“VII(a).

“Plaintiff, Sylvia Alfortish, is a Caucasian female citizen of the United States who, at all times pertinent herein, residing in the State of Louisiana and the Parish of Jefferson, and further appears pursuant to Federal Rules of Civil Procedure 23(a) and (b), on behalf of all classes of former and current employees of the Defendants enumerated above in Paragraphs IV-VI.”

5.

By amending paragraph X to read as follows:

“X.

“Defendant, New Orleans Louisiana Saints Limited Partnership, is a domestic partnership and/or sole proprietorship licensed to do and doing business in the Parish of Jefferson, State of Louisiana;

“Defendant, Tom Benson, a person of the full age of majority and domiciled in the Parish of

Jefferson, State of Louisiana, is an owner and/or partner of New Orleans Louisiana Saints Limited Partnership;

“Defendant, Benson Football, Inc., a foreign corporation licensed to do and doing business in the Parish of Jefferson, State of Louisiana, is a partner and/or owner and/or managing entity of New Orleans Louisiana Saints Limited Partnership;

“Defendant, Benz-Saints Management Company, L.C., a foreign limited liability company licensed to do and doing business in the Parish of Jefferson, State of Louisiana, is a partner and/or owner and/or managing entity of New Orleans Louisiana Saints Limited Partnership.”

6.

By adding paragraph XII(a) to read as follows:

“XII(a).

“All conditions precedent to jurisdiction under 42 U.S.C. Section 2000e-5(f)(3) have occurred or been complied with, to wit: a charge of employment discrimination was filed by Ms. Alfortish (individually and on behalf of all female workers similarly situated) with the Equal Employment Opportunity Commission within 300 days from the date of the commission of the unfair employment practices; a Notification of Right to Sue was received from the Equal Employment Opportunity Commission on August 22, 2001; the Complaint of Sylvia Alfortish has been filed within ninety (90) days of receipt of the Notification of Right to Sue.”

7.

By amending paragraph XIII to read as follows:

“XIII.

“This Complaint also seeks restitution to Melanie Kramer and Sylvia Alfortish and all others similarly situated of all rights, privileges, benefits and income that would have been received by them but for the Defendants’ unlawful, intentional and tortious practices under Title VII.”

8.

By adding XX(a) to read as follows:

“XX(a).

“But for the unlawful employment practices alleged below, Sylvia Alfortish would have continued to work for the Defendant, New Orleans Louisiana Saints Limited Partnership. Plaintiff, Sylvia Alfortish, commenced her employment with New Orleans Louisiana Saints Limited Partnership on or about September of 1974, where she worked until her forced resignation/constructive discharge on July 13, 2001. Sylvia Alfortish’s first position was that of Public Relations Secretary, a position she held for approximately ten (10) years. During the course of that first ten (10) year period of employment, her job title changed to Public Relations Assistant, with no raise other than cost of living. Her job duties as Public Relations Secretary/Public Relations Assistant during her first ten (10) years for the Saints included such activities as preparing press releases, press packages to the media, arranging player interviews and appearances and dealing with the media on a daily basis.”

9.

By adding paragraph XX(b) to read as follows:

“XX(b).

“Over the years Sylvia Alfortish continued to do public relations work, and in addition to

those duties, she was responsible for training the dance team, the Saintsations, and working pre-game and half-time events.”

10.

By adding paragraph XX(c) to read as follows:

“XX(c).

“In addition to her 8:00 a.m. to 6:00 p.m. obligations to remain at the Saints office during the day, Ms. Alfortish had rehearsals every Tuesday and Thursday night from 7:00 p.m. to 9:00 p.m. from June to December and January through May and she was also responsible for the Saintsations public appearances and working promotions for the Saints. Ms. Alfortish was not paid any overtime for any of the hours she worked above 40 hours, despite the fact that such activities required her to work nights, weekends, mini-camps, drafts, training camps, summer camps and events on Saints’ locations.”

11.

By adding paragraph XX(d) to read as follows:

“XX(d).

“Plaintiff, Sylvia Alfortish, commenced her employment with the Saints and over the years she expected that there would be promotional opportunities within an organization of that size, especially given the fact that plaintiff had more tenure and seniority than virtually all of the administrative staff. Although Sylvia Alfortish had work experience which included all phases of public relations and marketing, and although she was familiar with virtually every aspect of the Saints administrative operation, she was afforded no opportunities for advancement and no opportunities

were made known to her through job postings or any other means reasonably calculated to give female employees notice of any such opportunities.”

12.

By adding paragraph XX(e) to read as follows:

“XX(e).

“Over the years, Sylvia Alfortish repeatedly requested increases in pay when she was given additional duties and despite the fact that she was promised pay raises to be commensurate with her additional responsibilities, she never received same. Plaintiff, Sylvia Alfortish, maintains that males who worked in the administrative/public relations/marketing departments along with Sylvia Alfortish made more money than she did despite the fact that their duties were less onerous and/or they had much less experience than her. Further, these white males were given car allowances and cell phones and other benefits including travel benefits, benefits which Sylvia Alfortish did not have. In addition, these male employees made at least \$20,000.00 to \$30,000.00 more per year than Ms. Alfortish.”

13.

By adding paragraph XX(f) to read as follows:

“XX(f).

“Plaintiff, Sylvia Alfortish, avers that when job openings would become available for which she was qualified (which would enable her to make more money), those openings were not announced nor were there any postings of the jobs to allow competition for the position; rather, males were hired for those positions without advertising and/or announcing the position. This exclusion of women from the better paying positions and opportunities for promotions occurred during Ms. Alfortish’s

entire tenure at the Saints, culminating on July 13, 2000 when she was denied an appropriate pay raise in my position as Marketing Assistant/Saintsations Director.”

14.

By adding paragraph XX(g) to read as follows:

“XX(g).

“Sometime in February of 2000, Mr. Arnold Fielkow was hired as the Senior Vice-President of Administration for the Saints. When he began his employment with the Saints, he informed all staff, including Ms. Alfortish, that every staff position would be evaluated for restructuring and for pay purposes. Mr. Fielkow then required that each and every employee provide him with their job descriptions and a list of their duties in connection therewith. During that same time, in the Spring of 2000, several males were hired in ticket sales, ticket operations and other administrative posts, any number of which positions Ms. Alfortish could have filled had Ms. Alfortish known of the vacancy beforehand. Several of the new male hires in the Spring of 2000 were being hired in salary ranges which were at least \$20,000.00 to \$30,000.00 greater than Ms. Alfortish’s then-salary, which led Ms. Alfortish to believe that once her position was evaluated her salary would be increased significantly.”

15.

By adding paragraph XX(h) to read as follows:

“XX(h).

“Plaintiff, Sylvia Alfortish, made known her concerns about her salary to Mr. Fielkow on several occasions, informing him that she had been underpaid for many years and was expecting compensation commensurate to her responsibilities and tenure. Mr. Fielkow assured her that he was

reviewing her position and that there would be a pay raise forth coming.”

16.

By adding paragraph XX(i) to read as follows:

“XX(i).

“Given the fact that Ms. Alfortish was led to believe by Mr. Fielkow that a significant pay increase was forthcoming, when she opened her paycheck for July 1, 2000, and noted that the only pay raise she received was a \$20.00 per pay period increase, she was shocked and dismayed. This menial pay raise was in stark contrast to both new male hires and long-tenured male employees who had positions comparable to that of Ms. Alfortish. On July 13, 2000, upon learning that she would not receive any other pay increase, Ms. Alfortish resigned.”

17.

By adding paragraph XX(j) to read as follows:

“XX(j).

“Plaintiff, Sylvia Alfortish, has suffered emotional distress, humiliation, concern over her well-being and that of her family. As a result of the defendant’s violations, plaintiff, Sylvia Alfortish has lost substantial income and other benefits associated with her employment.”

18.

By amending paragraphs XXI, XXII, XXIII, XXIV, XXV, XXVI, XXIX, XXXI and XXXII of the Complaint to substitute the word “plaintiff” to read “plaintiffs, Melanie Kramer and Sylvia Alfortish.”



19.

By amending the prayer of the Complaint to substitute the word "plaintiff" to read "plaintiffs,  
Melanie Kramer and Sylvia Alfortish."

Respectfully submitted,



---

**PAULA PERRONE (#10518)**

**PATRICIA PANNELL(#18665)**

Chehardy, Sherman, Ellis, Breslin & Murray

One Galleria Boulevard, Suite 1100

Metairie, Louisiana 70001

Telephone: (504) 833-5600

Attorneys for Plaintiffs, Melanie Kramer and  
Sylvia Alfortish