

IN THE CIRCUIT COURT OF ST. LOUIS CITY, MISSOURI  
TWENTY-SECOND JUDICIAL CIRCUIT

ST. LOUIS REGIONAL CONVENTION )  
AND SPORTS COMPLEX AUTHORITY, )

and )

THE CITY OF ST. LOUIS, )

Cause No. \_\_\_\_\_

and )

Division No. \_\_\_\_\_

THE COUNTY OF ST. LOUIS, )

Plaintiffs, )

v. )

**National Football League** )

345 Park Ave, )  
New York, NY 10154 )

**Arizona Cardinals Football Club LLC** )

8701 Hardy Drive )  
Tempe, AZ 85284 )

Serve On: )  
CT Corporation System )  
2390 E. Camelback Road )  
Phoenix, AZ 85016 )

**Bill Bidwill** )

Principal Place of Business: )  
8701 Hardy Drive )  
Tempe, AZ 85284 )

Serve On: )  
CT Corporation System )  
3800 N Central Avenue, Suite 460 )  
Phoenix, AZ 85012 )

**Atlanta Falcons Football Club, LLC** )

4400 Falcon Parkway )  
Flowery Branch, GA 30542 )

Serve On: )  
Corporation Service Company )  
40 Technology Parkway South )  
Suite 300 )  
Norcross, GA 30092 )

**Arthur M. Blank** )  
Principal Place of Business: )  
4400 Falcon Parkway )  
Flowery Branch, GA 30542 )  
Serve On: )  
Corporation Service Company )  
40 Technology Parkway South )  
Suite 300 )  
Norcross, GA 30092 )

**Baltimore Ravens Limited Partnership** )  
1101 Russell Street )  
Baltimore, MD 21230 )  
Serve On: )  
Richard M. Cass )  
1101 Russell Street )  
Baltimore, MD 21230 )

**Steve Bisciotti** )  
Principal Place of Business: )  
1101 Russell Street )  
Baltimore, MD 21230 )  
Serve On: )  
Richard M. Cass )  
1101 Russell Street )  
Baltimore, MD 21230 )

**Buffalo Bills, LLC** )  
1 Bills Drive )  
Orchard Park, NY 14127 )  
Serve On: )  
National Corporate Research, Ltd. )  
850 New Burton Road, Suite 201 )  
Dover, DE 19904 )

**Terry Pegula** )  
Principal Place of Business: )  
1 Bills Dr. )  
Orchard Park, NY 14127 )  
Serve On: )  
National Corporate Research, Ltd. )  
850 New Burton Road )  
Suite 201 )  
Dover, DE 19904 )

**Kim Pegula** )  
Principal Place of Business: )  
1 Bills Dr. )  
Orchard Park, NY 14127 )  
    Serve On: )  
    National Corporate Research, Ltd. )  
    850 New Burton Road, Suite 201 )  
    Dover, DE 19904 )

**Panthers Football, LLC** )  
800 South Mint Street )  
Charlotte, NC 28202 )  
    Serve On: )  
    Richard M. Thigpen )  
    800 South Mint Street )  
    Charlotte, NC 28202 )

**Jerry Richardson** )  
Principal Place of Business: )  
800 South Mint Street )  
Charlotte, NC 28202 )  
    Serve On: )  
    Richard M. Thigpen )  
    800 South Mint Street )  
    Charlotte, NC 28202 )

**The Chicago Bears Football Club, Inc.** )  
Halas Hall at Conway Park )  
1920 Football Drive )  
Lake Forest, IL 60045 )  
    Serve On: )  
    United States Corporation Co. )  
    801 Adlai Stevenson Drive )  
    Springfield, IL 62703 )

**Virginia McCaskey** )  
Principal Place of Business: )  
1920 Football Drive )  
Lake Forest, IL 60045 )  
    Serve On: )  
    United States Corporation Co. )  
    801 Adlai Stevenson Drive )  
    Springfield, IL 62703 )

**Cincinnati Bengals, Inc.** )  
One Paul Brown Stadium )  
Cincinnati, OH 45202 )  
    Serve On: )  
    Michael Brown )  
    One Paul Brown Stadium )  
    Cincinnati, OH 45202 )

**Mike Brown** )  
Principal Place of Business: )  
One Paul Brown Stadium )  
Cincinnati, OH 45202 )  
    Serve On: )  
    Michael Brown )  
    One Paul Brown Stadium )  
    Cincinnati, OH 45202 )

**Cleveland Browns Football Company** )  
**LLC** )  
76 Lou Groza Boulevard )  
Berea, OH 44017 )  
    Serve On: )  
    CT Corporation System )  
    1300 East 9th St. )  
    Cleveland, OH 44114 )

**Jimmy Haslam** )  
Principal Place of Business: )  
76 Lou Groza Boulevard )  
Berea, OH 44017 )  
    Serve On: )  
    CT Corporation System )  
    1300 East 9th St. )  
    Cleveland, OH 44114 )

**Dee Haslam** )  
Principal Place of Business: )  
76 Lou Groza Boulevard )  
Berea, OH 44017 )  
    Serve On: )  
    CT Corporation System )  
    1300 East 9th St. )  
    Cleveland, OH 44114 )

**Dallas Cowboys Football Club, Ltd.** )  
Cowboys Center )  
1 Cowboys Parkway )  
Irving, TX 75063 )  
    Serve On: )  
        CT Corporation System )  
        1999 Bryan Street, Suite 900 )  
        Dallas, TX 75201 )  
) )  
**Jerry Jones** )  
Principal Place of Business: )  
1 Cowboys Parkway )  
Irving, TX 75063 )  
    Serve On: )  
        CT Corporation System )  
        1999 Bryan Street, Suite 900 )  
        Dallas, TX 75201 )  
) )  
**PDB Sports, Ltd.** )  
d/b/a Denver Broncos )  
13655 Broncos Parkway )  
Englewood, CO 80112 )  
    Serve On: )  
        Richard P. Slivka )  
        13655 Broncos Parkway )  
        Englewood, CO 80112 )  
) )  
**Pat Bowlen** )  
Principal Place of Business: )  
13655 Broncos Parkway )  
Englewood, CO 80112 )  
    Serve On: )  
        Richard P. Slivka )  
        13655 Broncos Parkway )  
        Englewood, CO 80112 )  
) )  
**The Detroit Lions, Inc.** )  
222 Republic Drive )  
Allen Park, MI 48101 )  
    Serve On: )  
        Jay B. Colvin )  
        222 Republic Dr. )  
        Allen Park, MI 48101 )

**Martha Firestone Ford** )  
Principal Place of Business: )  
2000 Brush Street )  
Detroit, MI 48226 )  
Serve On: )  
Jay B. Colvin )  
222 Republic Dr. )  
Allen Park, MI 48101 )

**Green Bay Packers, Inc.** )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
Serve On: )  
Edward R. Policy )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )

**Mark J. McMullen** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
Serve On: )  
Edward R. Policy )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )

**Daniel T. Ariens** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
Serve On: )  
Edward R. Policy )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )

**Mark H. Murphy** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
Serve On: )  
Edward R. Policy )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )

**Thomas M. Olejniczak** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
    Serve On: )  
        Edward R. Policy )  
        1265 Lombardi Avenue )  
        Green Bay, WI 54304 )

**John F. Bergstrom** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
    Serve On: )  
        Edward R. Policy )  
        1265 Lombardi Avenue )  
        Green Bay, WI 54304 )

**Susan M. Finco** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
    Serve On: )  
        Edward R. Policy )  
        1265 Lombardi Avenue )  
        Green Bay, WI 54304 )

**Thomas L. Olson** )  
Principal Place of Business: )  
Lambeau Field Atrium )  
1265 Lombardi Avenue )  
Green Bay, WI 54304 )  
    Serve On: )  
        Edward R. Policy )  
        1265 Lombardi Avenue )  
        Green Bay, WI 54304 )

**Houston NFL Holdings, LP** )  
d/b/a Houston Texans )  
Two NRG Park )  
Houston, TX 77054 )  
    Serve On: )  
        Capitol Services Inc. )  
        1675 S State Street, Suite B )  
        Dover, DE 19901 )

**Robert McNair** )  
Principal Place of Business: )  
Two NRG Park )  
Houston, TX 77054 )  
    Serve On: )  
    1675 S State Street, Suite B )  
    Dover, DE 19901 )

**Indianapolis Colts, Inc.** )  
7001 West 56th Street )  
Indianapolis, IN 46254 )  
    Serve On: )  
    The Corporation Trust Co. )  
    Corporation Trust Center )  
    1209 Orange Street )  
    Wilmington, DE 19801 )

**James Irsay** )  
Principal Place of Business: )  
7001 West 56<sup>th</sup> Street )  
Indianapolis, IN 46254 )  
    Serve On: )  
    The Corporation Trust Co. )  
    Corporation Trust Center )  
    1209 Orange Street )  
    Wilmington, DE 19801 )

**Carlie Irsay-Gordon** )  
Principal Place of Business: )  
7001 West 56<sup>th</sup> Street )  
Indianapolis, IN 46254 )  
    Serve On: )  
    The Corporation Trust Co. )  
    Corporation Trust Center )  
    1209 Orange Street )  
    Wilmington, DE 19801 )

**Casey Foyt** )  
Principal Place of Business: )  
7001 West 56<sup>th</sup> Street )  
Indianapolis, IN 46254 )  
    Serve On: )  
    The Corporation Trust Co. )  
    Corporation Trust Center )  
    1209 Orange Street )  
    Wilmington, DE 19801 )



**Kalen Jackson** )  
Principal Place of Business: )  
7001 West 56<sup>th</sup> Street )  
Indianapolis, IN 46254 )  
Serve On: )  
The Corporation Trust Co. )  
Corporation Trust Center )  
1209 Orange Street )  
Wilmington, DE 19801 )

**Jacksonville Jaguars LLC** )  
1 EverBank Field Dr. )  
Jacksonville, FL 32202 )  
Serve On: )  
Corporation Service Co. )  
1201 Hays Street )  
Tallahassee, FL 32301 )

**Shahid Khan** )  
Principal Place of Business: )  
1 EverBank Field Dr. )  
Jacksonville, FL 32202 )  
Serve On: )  
Corporation Service Co. )  
1201 Hays Street )  
Tallahassee, FL 32301 )

**Kansas City Chiefs Football Club, Inc.** )  
One Arrowhead Drive )  
Kansas City, MO 64129 )  
Serve On: )  
Seigfreid Bingham Levy Selzer & )  
Gee, P.C. )  
2323 Grand Boulevard, Suite 1000 )  
Kansas City, MO 64108 )

**Clark Hunt** )  
Principal Place of Business: )  
One Arrowhead Drive )  
Kansas City, MO 64129 )  
Serve On: )  
Seigfreid Bingham Levy Selzer & )  
Gee, P.C. )  
2323 Grand Boulevard )  
Suite 1000 )  
Kansas City, MO 64108 )

**Miami Dolphins, Ltd.** )  
Sun Life Stadium )  
347 Don Shula Drive )  
Miami Gardens, FL 33056 )  
    Serve On: )  
        Corporation Creations Network )  
        11380 Prosperity Farms Road #221E )  
        Palm Beach Gardens, FL 33410 )

**Stephen Ross** )  
Principal Place of Business: )  
347 Don Shula Drive )  
Miami Gardens, FL 33056 )  
    Serve On: )  
        Corporation Creations Network )  
        11380 Prosperity Farms Road )  
        #221E )  
        Palm Beach Gardens, FL 33410 )

**Minnesota Vikings Football, LLC** )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**Zygi Wilf** )  
Principal Place of Business )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**Mark Wilf** )  
Principal Place of Business )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**Leonard Wilf** )  
Principal Place of Business )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**Alan Landis** )  
Principal Place of Business )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**David Mandelbaum** )  
Principal Place of Business )  
9520 Viking Drive )  
Eden Prairie, MN 55344 )  
    Serve On: )  
        The Corporation Trust Co. )  
        Corporation Trust Center )  
        1209 Orange Street )  
        Wilmington, DE 19801 )

**New England Patriots LLC** )  
One Patriot Place )  
Foxborough, MA 02035 )  
    Serve On: )  
        Corporation Service Company )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Robert Kraft** )  
Principal Place of Business: )  
One Patriot Place )  
Foxborough, MA 02035 )  
    Serve On: )  
        Corporation Service Company )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**New Orleans Louisiana Saints, LLC** )  
5800 Airline Drive )  
Metairie, LA 70003 )  
    Serve On: )  
        Dennis P. Lauscha )  
        5800 Airline Drive )  
        Metairie, LA 70003 )

**Tom Benson** )  
Principal Place of Business: )  
5800 Airline Drive )  
Metairie, LA 70003 )  
    Serve On: )  
        Dennis P. Lauscha )  
        5800 Airline Drive )  
        Metairie, LA 70003 )

**New York Football Giants, Inc.** )  
1925 Giants Drive )  
Timex Performance Center )  
East Rutherford, NJ 07073 )  
    Serve On: )  
        CT Corporation System )  
        111 8th Avenue )  
        New York, NY 10011 )

**John K. Mara** )  
Principal Place of Business: )  
1925 Giants Drive )  
Timex Performance Center )  
East Rutherford, NJ 07073 )  
    Serve On: )  
        CT Corporation System )  
        111 8th Avenue )  
        New York, NY 10011 )

**Steve Tisch** )  
Principal Place of Business )  
1925 Giants Drive )  
Timex Performance Center )  
East Rutherford, NJ 07073 )  
    Serve On: )  
        CT Corporation System )  
        111 8th Avenue )  
        New York, NY 10011 )

**New York Jets LLC** )  
50 W. 57th Street )  
New York, NY 10019 )  
    Serve On: )  
        Corporation Service Co.2711 )  
        Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Woody Johnson** )  
Principal Place of Business: )  
50 W. 57th Street )  
New York, NY 10019 )  
    Serve On: )  
        Corporation Service Co. )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**The Oakland Raiders, A California** )  
**Limited Partnership** )  
1220 Harbor Bay Parkway )  
Alameda, CA 94502 )  
    Serve On: )  
        Daniel M. Ventrelle )  
        1220 Harbor Bay Parkway )  
        Alameda, CA 94502 )

**Mark Davis** )  
Principal Place of Business: )  
1220 Harbor Bay Parkway )  
Alameda, CA 94502 )  
    Serve On: )  
        Daniel M. Ventrelle )  
        1220 Harbor Bay Parkway )  
        Alameda, CA 94502 )

**Philadelphia Eagles, LLC** )  
1 Novacare Way )  
Philadelphia, PA 19145 )  
    Serve On: )  
        1 Novacare Way )  
        Philadelphia, PA 19145 )

**Jeffrey Lurie** )  
 Principal Place of Business )  
 1 Novacare Way )  
 Philadelphia, PA 19145 )  
     Serve On: )  
         1 Novacare Way )  
         Philadelphia, PA 19145 )  
 )  
**Pittsburgh Steelers LLC** )  
 3400 South Water Street )  
 Pittsburgh, PA 15203 )  
     Serve On: )  
         3400 South Water Street )  
         Pittsburgh, PA 15203 )  
 )  
**Dan Rooney** )  
 Principal Place of Business: )  
 3400 South Water Street )  
 Pittsburgh, PA 15203 )  
     Serve On: )  
         3400 South Water Street )  
         Pittsburgh, PA 15203 )  
 )  
**Chargers Football Company, LLC** )  
 4020 Murphy Canyon Road )  
 San Diego, CA 92123 )  
     Serve On: )  
         Jeanne M. Bonk )  
         4020 Murphy Canyon Road )  
         San Diego, CA 92123 )  
 )  
**Alex Spanos** )  
 Principal Place of Business: )  
 4020 Murphy Canyon Road )  
 San Diego, CA 92123 )  
     Serve On: )  
         Jeanne M. Bonk )  
         4020 Murphy Canyon Road )  
         San Diego, CA 92123 )  
 )  
**Dean Spanos** )  
 Principal Place of Business: )  
 4020 Murphy Canyon Road )  
 San Diego, CA 92123 )  
     Serve On: )  
         Jeanne M. Bonk )  
         4020 Murphy Canyon Road )  
         San Diego, CA 92123 )

**Forty Niners Football Company LLC** )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        Corporation Service Company )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Jed York** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        Corporation Service Company )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Denise DeBartolo York** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**John York** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**John M. Sobrato** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Mark Wan** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
    Serve On: )  
        2711 Centerville Road, Suite 400 )  
        Wilmington, DE 19808 )

**Gideon Yu** )  
Principal Place of Business: )  
4949 Marie P. DeBartolo Way )  
Santa Clara, CA 95054 )  
Serve On: )  
2711 Centerville Road, Suite 400 )  
Wilmington, DE 19808 )

**Football Northwest LLC** )  
d/b/a Seattle Seahawks )  
12 Seahawks Way )  
Renton, WA 98056 )  
Serve On: )  
Ed Goines )  
Virginia Mason Athletic Center )  
12 Seahawks Way )  
Renton, WA 98056-1572 )

**Paul Allen** )  
Principal Place of Business: )  
12 Seahawks Way )  
Renton, WA 98056 )  
Serve On: )  
Ed Goines )  
Virginia Mason Athletic Center )  
12 Seahawks Way )  
Renton, WA 98056-1572 )

**The Rams Football Company, LLC** )  
10271 W. Pico Blvd. )  
Los Angeles, CA 90064 )  
Serve On: )  
National Corporate Research, Ltd. )  
850 New Burton Road, Suite 201 )  
Dover, DE 19904 )

**E. Stanley Kroenke** )  
Principal Place of Business: )  
29899 Agoura Road )  
Agoura Hills, CA 91301 )  
Serve On: )  
National Corporate Research, Ltd. )  
850 New Burton Road, Suite 201 )  
Dover, DE 19904 )



**Buccaneers Football Corporation** )  
 One Buccaneer Place )  
 Tampa, FL 33607 )  
     Serve On: )  
         The Corporation Trust Company )  
         Corporation Trust Center )  
         1209 Orange St. )  
         Wilmington, DE 19801 )  
     )

**Bryan Glazer** )  
 Principal Place of Business: )  
 One Buccaneer Place )  
 Tampa, FL 33607 )  
     Serve On: )  
         The Corporation Trust Company )  
         Corporation Trust Center )  
         1209 Orange St. )  
         Wilmington, DE 19801 )  
     )

**Darcie Glazer Kassewitz** )  
 Principal Place of Business: )  
 One Buccaneer Place )  
 Tampa, FL 33607 )  
     Serve On: )  
         The Corporation Trust Company )  
         Corporation Trust Center )  
         1209 Orange St. )  
         Wilmington, DE 19801 )  
     )

**Edward Glazer** )  
 Principal Place of Business: )  
 One Buccaneer Place )  
 Tampa, FL 33607 )  
     Serve On: )  
         The Corporation Trust Company )  
         Corporation Trust Center )  
         1209 Orange St. )  
         Wilmington, DE 19801 )  
     )

**Joel Glazer** )  
 Principal Place of Business: )  
 One Buccaneer Place )  
 Tampa, FL 33607 )  
     Serve On: )  
         The Corporation Trust Company )  
         Corporation Trust Center )  
         1209 Orange St. )  
         Wilmington, DE 19801 )  
     )

**Tennessee Football, Inc.** )  
460 Great Circle Road )  
Nashville, TN 37228 )  
    Serve On: )  
    CT Corp. System )  
    800 S. Gay St., Suite 2021 )  
    Knoxville, TN 37929 )

**Amy Adams Strunk** )  
Principal Place of Business: )  
460 Great Circle Road )  
Nashville, TN 37228 )  
    Serve On: )  
    CT Corp. System )  
    800 S. Gay St., Suite 2021 )  
    Knoxville, TN 37929 )

**Pro-Football, Inc.** )  
7 St. Paul Street )  
Suite 820 )  
Baltimore, MD 21202 )  
    Serve On: )  
    CSC-Lawyers Incorporating Service )  
    7 St. Paul Street, Suite 820 )  
    Baltimore, MD 21202 )

**Daniel Snyder** )  
Principal Place of Business: )  
7 St. Paul Street )  
Suite 820 )  
Baltimore, MD 21202 )  
    Serve On: )  
    CSC-Lawyers Incorporating Service )  
    7 St. Paul Street, Suite 820 )  
    Baltimore, MD 21202 )

**PETITION**

Plaintiffs St. Louis Regional Convention and Sports Complex Authority, the City of St. Louis, and the County of St. Louis, by and through the undersigned counsel, for their Petition against The Rams Football Company, LLC, (“Rams”), the National Football League (“NFL” or the “League”), through its member teams, and the member teams’ owners, state as follows:

1. The Rams, the NFL, through its member teams, and the owners, have violated the obligations and standards governing team relocations by seeking and approving the relocation of the St. Louis Rams from St. Louis to Los Angeles, California, despite the fact that the Rams failed to satisfy the obligations imposed by the League's relocation rules and the fact that relocation was not supported by the required statement of reasons or the adopted relocation standards. In so doing, Defendants have breached their contractual duties owed to Plaintiffs. Defendants also have made intentionally false representations to Plaintiffs, have interfered with the valid business expectancies of Plaintiffs, and have unjustly enriched themselves. Defendants are responsible to pay damages to Plaintiffs and to make restitution of profits.

### **PARTIES**

2. Plaintiff St. Louis Regional Convention and Sports Complex Authority (the "RSA") is a body politic and corporate and public instrumentality duly organized under the laws of the State of Missouri. The RSA has the authority to acquire, purchase, plan, construct, operate, and maintain sports stadiums, among other facilities, and to do all things incidental or necessary to facilitate its purpose. The RSA also may borrow, invest, and disburse funds and issue bonds in furtherance of its purpose. The RSA was responsible for incurring fees and expenses associated with the operation of the stadium used by the Rams in St. Louis (the "Dome") and the efforts to retain the Rams in St. Louis.

3. Plaintiff the City of St. Louis, Missouri (the "City"), is a constitutional charter city pursuant to Article VI, Section 19 of the Missouri Constitution. The City was responsible for financial obligations associated with the Dome, including bond payments collected from hotel tax revenues and the general revenues of the City. The City also collected tax revenue associated with the games at the Dome, including earnings, hotel, tourism, and sales taxes.

4. Plaintiff the County of St. Louis, Missouri (the “County”), is a governmental entity in the form of an incorporated county within the State of Missouri. The County was responsible for financial obligations associated with the Dome, including bond payments collected from hotel tax revenues and general revenues of the County. The County collected hotel tax revenue associated with the games at the Dome. Plaintiff RSA provided the Rams headquarters and practice facilities in St. Louis County.

5. Defendant NFL is an unincorporated association that consists of the NFL teams also named as Defendants. Under Missouri Supreme Court Rule 52.10, the Defendant teams are representative parties for all members who ever existed or who might be responsible for the harms set forth below. These representative parties will fairly and adequately protect the interests of the association and its current, future, and former members. This case involves litigation of certain claims of common interest to the members of the NFL.

6. The Defendant NFL teams are all members of the NFL and thus appropriate parties to this suit under Rule 52.10. In addition, by voting and through other conduct described below, the conduct of each NFL team and the Defendant owners is independently actionable. The NFL teams are separately-owned entities that operate professional football franchises for profit under the team names and in the cities and states as follows:

<b>NFL Defendant Team Owner</b>	<b>State of Organization and Current Operation (if different)</b>	<b>Team Name</b>
Arizona Cardinals Football Club LLC Bill Bidwill	Arizona	Arizona Cardinals
Atlanta Falcons Football Club, LLC Arthur M. Blank	Georgia	Atlanta Falcons
Baltimore Ravens Limited Partnership Steve Bisciotti	Maryland	Baltimore Ravens

NFL Defendant Team Owner	State of Organization and Current Operation (if different)	Team Name
Buffalo Bills, LLC Terry Pegula Kim Pegula	Delaware (NY)	Buffalo Bills
Panthers Football, LLC Jerry Richardson	North Carolina	Carolina Panthers
The Chicago Bears Football Club, Inc. Virginia McCaskey	Delaware (IL)	Chicago Bears
Cincinnati Bengals, Inc. Mike Brown	Ohio	Cincinnati Bengals
Cleveland Browns Football Company LLC Jimmy Haslam Dee Haslam	Delaware (OH)	Cleveland Browns
Dallas Cowboys Football Club, Ltd. Jerry Jones	Texas	Dallas Cowboys
PDB Sports, Ltd. Pat Bowlen	Colorado	Denver Broncos
The Detroit Lions, Inc. Martha Firestone Ford	Michigan	Detroit Lions
Green Bay Packers, Inc. Executive Committee: Mark J. McMullen Daniel T. Ariens Mark H. Murphy Thomas M. Olejniczak John F. Bergstrom Susan M. Finco Thomas L. Olson	Wisconsin	Green Bay Packers
Houston NFL Holdings, LP Robert McNair	Delaware (TX)	Houston Texans
Indianapolis Colts, Inc. James Irsay Carlie Irsay Gordon Casey Foyt Kalen Jackson	Delaware (IN)	Indianapolis Colts
Jacksonville Jaguars LLC Shahid Khan	Florida	Jacksonville Jaguars
Kansas City Chiefs Football Club, Inc. Clark Hunt	Texas (MO)	Kansas City Chiefs
Miami Dolphins, Ltd. Stephen Ross	Florida	Miami Dolphins

NFL Defendant Team Owner	State of Organization and Current Operation (if different)	Team Name
Minnesota Vikings Football, LLC Zygi Wilf Mark Wilf Leonard Wilf Alan Landis David Mandelbaum	Delaware (MN)	Minnesota Vikings
New England Patriots LLC Robert Kraft	Delaware (MA)	New England Patriots
New Orleans Louisiana Saints, LLC Tom Benson	Texas (LA)	New Orleans Saints
New York Football Giants, Inc. John K. Mara Steve Tisch	New York	New York Giants
New York Jets LLC Woody Johnson	Delaware (NY)	New York Jets
The Oakland Raiders, A California Limited Partnership Mark Davis	California	Oakland Raiders
Philadelphia Eagles, LLC Jeffrey Lurie	Delaware (PA)	Philadelphia Eagles
Pittsburgh Steelers LLC Dan Rooney	Pennsylvania	Pittsburgh Steelers
Chargers Football Company, LLC Alex Spanos Dean Spanos	California	San Diego Chargers
Forty Niners Football Company LLC Jed York Denise DeBartolo York John York John M. Sobrato Mark Wan Gideon Yu	Delaware (CA)	San Francisco 49ers
Football Northwest LLC Paul Allen	Washington	Seattle Seahawks
The Rams Football Company, LLC E. Stanley Kroenke	Delaware (CA)	Los Angeles Rams
Buccaneers Football Corporation	Delaware (FL)	Tampa Bay Buccaneers

NFL Defendant Team Owner	State of Organization and Current Operation (if different)	Team Name
Bryan Glazer Darcie Glazer Kasewitz Edward Glazer Joel Glazer		
Tennessee Football, Inc. Amy Adams Strunk	Delaware (TN)	Tennessee Titans
Pro-Football, Inc. Daniel Snyder	Maryland	Washington Redskins

### **JURISDICTION AND VENUE**

7. The Courts of the State of Missouri have personal jurisdiction over all Defendants because all Defendants have knowingly caused injury in Missouri to Missouri Plaintiffs and have had systematic and continuous contacts with Missouri. Defendant NFL and the Defendant teams have engaged in professional football contests in St. Louis City and in Kansas City, Missouri, and promoted and marketed NFL games and products in Missouri. The home schedule of the Rams and the Chiefs for the regular season and pre-season are matters of public record, but it is sufficient to note that approximately 10 different teams played in St. Louis or Kansas City each year.

8. All Defendants have shared revenue generated from those teams in Missouri and have promoted the business of the NFL, including in Missouri. Defendants have collected television revenues from the airing of games in the State of Missouri and generated revenues by the sale of merchandise in the State of Missouri.

9. Plaintiffs' claims arise from and relate to the conduct of NFL business in St. Louis that resulted in injury in Missouri to the Missouri Plaintiffs.

10. Venue is proper in St. Louis City, Missouri, pursuant to Missouri Annotated Statute §508.010 because injuries to Plaintiffs occurred in St. Louis City, and, at all relevant

times, at least one Defendant, The Rams Football Company, LLC, could be found in St. Louis City when the games were played in the Dome.

### **ALLEGATIONS AS TO ALL COUNTS**

11. In 1984, the NFL adopted the “Policy and Procedure for Proposed Franchise Relocations” (hereafter the “Relocation Policy” or “Policy”), pursuant to Article 8.5 of the NFL Constitution and Bylaws, which vests the Commissioner with the authority to establish policy and procedure with respect to the provisions of the Constitution and Bylaws and any enforcement thereof. The NFL Constitution and Bylaws, including policies and procedures adopted pursuant to the NFL Constitution and Bylaws, define the contract between NFL team members. By joining the NFL association, team members agree to be bound by the terms of the governing NFL Constitution and Bylaws. To members, outsiders, and beneficiaries, the NFL Constitution and Bylaws bind the NFL association and its team members. A version of the NFL’s Relocation Policy is attached hereto as Exhibit 1.

12. The Relocation Policy was adopted in response to a Ninth Circuit decision that upheld a judgment that an NFL relocation decision violated the antitrust statutes. To avoid future antitrust liability, the court recommended that the NFL set forth objective criteria to be considered in evaluating a relocation request and establish a procedural mechanism to ensure consideration of those factors. See Los Angeles Memorial Coliseum Commission v. National Football League, et. al, 726 F.2d 1381, 1396-97 (9<sup>th</sup> Cir. 1984).

13. The Relocation Policy establishes the procedure and standards to be followed in requesting and evaluating requests for relocation. Among other things, the Relocation Policy requires any franchise interested in relocating to apply to the League for permission, justify the request based on identified objective factors, and provide notice to designated entities. The



relocation must be approved by a three-fourths vote of team owners. The Relocation Policy is mandatory and imposes an “obligation” on teams and the NFL.

14. The Relocation Policy is intended to control the relocation decision process and circumscribe subjective decision-making and imposes obligations on the member teams and the League. Eric Grubman, Executive Vice President of the NFL, stated that the Relocation Policy “puts obligations on the club and it puts obligations on the league.” Grubman further explained that a club has to receive 24 votes in order to relocate and that, “to get 24 votes, the owners would have to reach the conclusion **that the club met the NFL guidelines.**” (Emphasis added.)

15. The Relocation Policy specifically provides that, prior to any relocation, “clubs are obligated to work diligently and in good faith to obtain and maintain suitable stadium facilities in their home territories, and to operate in a manner that maximizes fan support in their current home community.” Each club’s primary obligation is to “advance the interests of the League in its home territory.”

16. The Relocation Policy specifically provides that, prior to relocation, a club must submit a proposal for such transfer to the NFL that includes a written notice of the proposed transfer and a statement of reasons supporting the transfer. The notice must include a “statement of reasons” and supplementary material.

17. The statement of reasons “must” address each factor outlined in the Relocation Policy. Many of the relocation factors are intended to protect the interests and investments of the local community and the stadium authority. These include, but are not limited to:

- The extent to which the club has satisfied its “principal obligation” of “serving the fans in its current community;”
- The extent to which fan loyalty to and support for the club have been demonstrated in the current community;

- The willingness of the stadium authority or community to replace a deficient current stadium;
- The extent the club received direct or indirect public support for its current facility;
- The degree to which the club has engaged in good faith negotiations with the stadium authority and others concerning terms and conditions under which the club would remain in its current home territory; and
- The extent to which the owners or managers of the club contributed to circumstances that might demonstrate a need for relocation.

18. The club also is required to publish the notice of the intent to relocate in newspapers of general circulation within the club's community. The NFL also is required to provide copies of the notice of intent to relocate "to governmental and business representatives ... as well as the stadium authority (if any) in the incumbent community...."

19. The Relocation Policy requires that "interested parties," which are defined to include the community and the stadium authority, "have an opportunity to provide oral and/or written comments regarding the proposed transfer, including at a public hearing conducted by the League in the community from which the team seeks to relocate...."

20. The Relocation Policy also specifically requires the League, after a vote is taken on the proposed relocation, to publish its decision in newspapers of general circulation within the community, "setting forth the basis of its decision in light of the League's rules and procedures for evaluating franchise relocation," as well as "deliver copies of its written statement of reasons" to local governments and the stadium authority with jurisdiction over the facility from which the club seeks to relocate.

21. The NFL has acknowledged that the Relocation Policy protects the interests of existing home markets. Eric Grubman, Executive Vice President of Defendant NFL, has stated that the NFL has an “obligation, which we take very seriously” to do whatever it takes to keep NFL teams strong in their existing markets.

22. Under the Relocation Policy, teams must work with diligence and in good faith to remain in their home community and cannot relocate unless the Policy is satisfied. With the Relocation Policy in place, Plaintiffs made substantial investments in the Dome. Plaintiffs paid expenses and interest on 30-year bonds used to finance the construction. The City and County both paid 25% of the bond obligations, including millions in maintenance expenses. The City and County each incurred bond cost obligations of \$180 million. The City and County collected hotel taxes to service their obligations and paid these obligations out of general revenue funds.

23. Plaintiffs also agreed to and did install a new playing surface and performed \$30 million in renovations, which included two end zone video scoreboards.

24. In negotiations with the Rams, Plaintiffs agreed to certain team-friendly lease terms. These terms included providing the Rams parking, 100% of all concession revenues, 75% of advertising income, and other guarantees. The annual rent was such that the Rams could largely cover the annual cost of the lease with advertising they sold in the Dome.

25. In the years leading up to the Rams relocation request, Rams officials decided to move the team and confidentially determined that they would be interested in exploiting any opportunity to do so. Notwithstanding this intention, the Rams ownership and management made contrary public statements with the intention that Plaintiffs would rely on these statements. In addition, Defendants failed to disclose material facts necessary to correct prior statements and failed to disclose matters that they were under a legal duty to disclose.

26. Rams representatives acknowledged the strong fan support in St. Louis and knowingly made the following false statements regarding the team's intent to engage in good faith negotiations and to stay in St. Louis. These statements, which were false when made or which became false by 2011 and were never corrected, include, among other statements that may be discovered during this lawsuit, the following:

- On April 21, 2010, Rams owner Mr. Kroenke stated, "I'm going to attempt to do everything that I can to keep the Rams in St. Louis," and added that, "I've always stepped up for pro football in St. Louis. And I'm stepping up one more time. I'm born and raised in Missouri." He further stated, "People in our state know me. People know I can be trusted. People know I am an honorable guy."
- In 2011, Kevin Demoff, Rams Chief Operating Officer and Executive Vice President of Football Operations, said, "Our entire focus is on building a winner in and for St. Louis. The lease issue isn't what we are focused on." "We are proud of our ... commitment to St. Louis and passionate about building a winner right here."
- In 2012, Mr. Demoff stated in an interview posted on the Rams official website that Mr. Kroenke, "has been emphatic on this point: He didn't lead the charge to bring the Rams back to St. Louis to lead the charge out of St. Louis. . . . Our goal is to build a winner in St. Louis not only in 2012, but in 2022, 2032, and beyond. This city deserves better NFL football and that is what we are focused on every day."
- In 2012 at a news conference, Mr. Demoff stated, "Our goal is to build a winning organization on and off the field in St. Louis, and that continues to be the goal for the next year, three years, 10 years, 20 years. Believe me, nobody would be

happier than me to announce a long-term agreement to keep the team in St. Louis. We want this team to be successful and win for our fan base that has been loyal to us for so long, including some terrible stretches of football.” He further stated, “We want to build a winner in St. Louis for our great fans who have stuck with us through tough times, and you have my pledge we will do everything we can to be successful in St. Louis,” and “the last thing we want to do is let our fans down who have been so loyal to us.”

- Prior to the 2012 season, Mr. Demoff stated, “There is a lot of noise about the stadium situation, but it’s just that, noise. Our focus is on improving the football team and bringing our long-suffering fans the joy you deserve.... I can’t even fathom letting down our loyal fan base.”
- After the 2012 lease arbitration, Mr. Demoff stated: “I think the one thing that is important for fans to know is that if the arbitration does not solve the issue, it’s not all gloom and doom from that point. We still have two years left on the lease before it goes year to year and then you’ll get to the point where most cities are when a lease is expiring. Then we just have to sit down and figure out how to get a new lease.”
- In a 2014 season ticket holder event after Mr. Kroenke’s purchase of the site in Inglewood, California, became public, Mr. Demoff stated that the California land was “not a piece of land that’s any good for a football stadium. The size and the shape aren’t good for a football stadium.” He did not discuss any future land acquisitions or plans for the property.
- At a 2014 fan forum, Mr. Demoff stated there was a “one-in-a-million chance” the Rams would move.

- On February 11, 2014, Mr. Demoff stated that the land purchase in Los Angeles was in the normal course of Kroenke's real estate business and said, "I promise you. Stan is looking at lots of pieces of land around the world right now and none of them are for football stadiums."
- After Mr. Kroenke's purchase of the California site, he stated, "We have yet to decide what we are going to do with the property but we will look at all options[.]"

27. The Commissioner of the NFL echoed the sentiments from the Rams's officials. After Mr. Kroenke's acquisition of the California site was confirmed in the media, the NFL Commissioner, Roger Goodell, stated, that Mr. Kroenke had "kept us informed of [the acquisition]" and that "we're aware of it." He further stated, "There are no plans to my knowledge of a stadium development."

28. Mr. Goodell also acknowledged that the fans had supported the team in St. Louis and that the League should do what was necessary to make the team successful in St. Louis, stating, "I think instead of overreacting we should make sure we do what's necessary to continue to support the team locally as the fans have done in St. Louis. And make sure we can do whatever we can to make sure that team is successful in the St. Louis market."

29. Plaintiffs, in reliance on these statements and in light of the Rams's obligations and standards imposed by the NFL's Relocation Policy, took the following actions to develop and finance a new stadium complex suitable for an NFL franchise:

- Authorized the hiring of professionals and entered into contracts to plan, develop, finance, and construct a new stadium complex;
- Began land assembly for a new stadium complex development, including entering into option contracts concerning land in the development area;

- Entered into a letter agreement with a nationally-recognized architecture firm for architectural work, which proceeded through concept design and schematic design phases into the design development phase;
- Entered into an agreement concerning movement of railways and transmission lines within the development area;
- Initiated and prevailed in litigation to clarify the RSA's authority to enter into a financing plan for the development and construction of a new stadium complex;
- Hired consultants for engineering, environmental conditions, geotechnical conditions, sponsorship and naming rights opportunities, bonding, etc., as well as a structuring agent with a particular focus on seat licenses;
- Applied for and conditionally received \$50 million in contribution tax credits and applied to be and was accepted into the Missouri Brownfields/Voluntary Cleanup Program;
- Communicated with representatives of the NFL and some owners of Defendant member teams to apprise them of these and other actions taken with respect to developing a stadium complex; and
- Passed an ordinance providing for assistance to the proposed stadium complex.

30. During the same time period, instead of performing its primary obligation "to work diligently and in good faith to obtain and maintain suitable stadium facilities in their home territories, and to operate in a manner that maximizes fan support in their current home community," the Rams franchise and its owner announced new plans for a stadium in Inglewood, California, moved Rams practices to California, and took other actions inconsistent with the club's obligations to Plaintiffs, the local community, and others. At the same time, the Rams failed to work diligently or in good faith, or to any extent at all, with Plaintiffs and others to

remain in St. Louis. Other than a contractually-mandated procedure with the St. Louis Convention and Visitors Center, which is not a party to this litigation, the Rams essentially did not communicate with Plaintiffs concerning stadium facilities, a fact well known to the NFL.

31. The Rams never intended to engage in good faith negotiations with St. Louis. In contrast to his prior statements, Mr. Demoff admitted in a January 2016 interview in Los Angeles that he “always dreamed that he could be part of bringing the NFL back to Los Angeles.” He also admitted that Mr. Kroenke, who inspected the California property in the summer of 2013, called him at that time and told him that the location was “an unbelievable site” for a football stadium. Mr. Demoff stated that this call from Mr. Kroenke was one of the “moments in your life you never forget.”

32. Jeff Fisher was hired as the coach of the Rams in January of 2012. He stated in an interview in December 2016 that he was informed of the Rams’s plans to move to Los Angeles when he was interviewed for the coaching job. Fisher explained that, “I was very fortunate to have some options,” referencing his return to coaching in 2012, and stated, “I decided on L.A., or St. Louis, at the time, knowing that there was going to be a pending move.” Thus by the end of 2011, and in no event later than January of 2012, the Rams had plans to move to Los Angeles and all statements in support of the St. Louis location described above (either by the NFL or the Rams) were knowingly false when made.

33. The NFL, through its member teams and the votes of the teams’ owners, approved the relocation of the Rams franchise despite the failure of the Rams franchise to meet its obligations under the Relocation Policy or even to offer a credible, persuasive statement of reasons concerning the factors set out in the Relocation Policy. In doing so, the NFL, through its member teams, and the owners failed to apply and enforce the Policy’s standards and procedures.



34. Specifically, in addition to other breaches and violations of the Relocation Policy, the NFL, through its member clubs:

- Failed to require the Rams to meet its “primary obligation ... to advance the interests of the League in its home territory” including “maximizing fan support;”
- Allowed relocation when the Rams’s “viability in its home territory” was not “threatened;”
- Failed to require the Rams to “work diligently and in good faith to obtain and to maintain suitable stadium facilities in their home territory;”
- Failed to provide the notice of relocation, statement of reasons, and accompanying material to the RSA or home market in a timely fashion to allow Plaintiffs to respond adequately to the “proposed transfer;”
- Failed to have any notice of relocation published in newspapers of general circulation; and
- Failed to require the Rams to address “specifically” “each of the factors” identified in the Relocation Policy.

35. Although the Relocation Policy grants the right to interested parties, including Plaintiffs, to provide oral and written comments on the proposed transfer, it requires that such comments be made within 15 days after a public hearing. In contravention of that provision, the NFL scheduled a public hearing in St. Louis months before the Rams even submitted a request for relocation with the requisite statement of reasons and other documents.

36. Eventually, the Rams, rather than the NFL, provided Plaintiff RSA a copy of its statement of reasons, minus supporting material, a mere seven days prior to the date the NFL and owners approved the relocation of the Rams.

37. On January 12, 2016, the six-owner NFL committee on Los Angeles opportunities voted 5-1 for a relocation plan other than the plan for the Rams to relocate to Los Angeles. Hours later, during an initial vote, the Owner Defendants failed to arrive at the necessary 24 votes by which the Rams could relocate to Los Angeles. Just a short time later, during another vote, the Owner Defendants voted to allow the relocation of the Rams to Los Angeles despite the fact that Defendants made little or no attempt to follow the NFL Relocation Policy.

38. Contrary to the statements of the NFL, the Relocation Policy and relocation process are a sham meant to disguise the avarice and anticompetitive nature of the entire proceeding. The Relocation Policy was adopted to avoid antitrust liability by circumscribing the members' subjective decision-making, but, in reality, the Policy is ignored whenever convenient to pursue a greater profit.

39. The NFL allowed the Rams to relocate from St. Louis when the Rams made no attempt to stay and St. Louis put forth a strong, good faith effort to engage in negotiations to address stadium concerns. St. Louis offered a new stadium complex deal providing an exceptional amount of public assistance for an NFL stadium. Then, the NFL demanded another \$100 million from Plaintiffs, which Plaintiffs agreed to provide. Even so, the NFL declared the offered deal to be not viable for false and pretextual reasons, suggesting, among other reasons, that St. Louis asked for too much investment from the NFL and its owners, but then days later offered the same amount of NFL investment to facilitate a deal with other cities.

40. On December 17, 2015, Roger Goodell, with reference to St. Louis stadium financing, stated that a St. Louis proposal assuming a commitment by the NFL to provide \$300 million for funding toward a stadium in St. Louis was "fundamentally inconsistent with the NFL's program of stadium financing." This was inconsistent with prior statements by NFL representatives. Indeed, less than one month later, the NFL promised precisely that amount to

two other franchises to help defray the costs of new stadiums in their home markets. Relatively little progress had been made in those cities to generate a stadium development plan that compared with that of St. Louis, or any development plan at all.

41. Similarly, the Rams refused to meet with the public officials responsible for the St. Louis commitment to a new stadium. Mr. Kroenke never met with Mayor Francis Slay. Similarly, Mr. Kroenke refused to meet with the Governor of the State of Missouri even to the extent that the Governor had to fly to New York for the purpose of informing the NFL that Mr. Kroenke would not meet with him.

42. The NFL and the Rams made admissions that the move to Los Angeles was for improper reasons. After the vote approving the Rams's relocation to Los Angeles, Jerry Jones suggested that St. Louis should get another team and stated that St. Louis is "certainly an NFL town without question." Similarly, Mr. Goodell admitted that St. Louis would be a proper place for an NFL franchise should a valid stadium proposal be submitted. As discussed above, such a proposal was submitted. Mr. Kroenke's statement that he had to move because he "never dreamed [he'd] be put in this position" and that he was "not going to sit there and be a victim" was so obviously false as to demonstrate that he knew he was not entitled under the Relocation Policy to move the team to Los Angeles.

43. The move to Los Angeles enriched the Rams improperly. The value of the Rams, according to *Forbes*, doubled to \$3 billion. In describing Mr. Kroenke's net worth on September 5, 2016, *Forbes* stated: "Thanks to the massive Los Angeles market, Forbes estimates the value of the Rams jumped nearly \$700 million in a single year." This increase in value was at the expense of Plaintiffs.

44. The move to Los Angeles enriched the NFL improperly. The Rams paid the NFL a \$550 million relocation fee. Additional profits and gain will be proved in an amount to be determined at trial. This increase in value was at the expense of Plaintiffs.

45. The move to Los Angeles harmed Plaintiffs. The City of St. Louis has lost an estimated \$1.85 - \$3.5 million each year in amusement and ticket tax collections. It has lost approximately \$7.5 million in property tax. It has lost approximately \$1.4 million in sales tax. It has lost millions in earnings taxes. The City of St. Louis will have lost over \$100 million in net proceeds due to the improper conduct described above. The County of St. Louis has lost hotel and property tax revenue, as well as sales tax revenue. The failure to approve the new stadium cost approximately 2,750 jobs in construction and more than 600 jobs per year in the City of St. Louis. The average annual state revenue impact exceeds \$15 million. These estimates can be found in the Missouri Department of Economic Development estimates as well as in other estimates presented to the NFL.

### **COUNT I – Breach of Contract**

#### **(Against all Defendants)**

46. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

47. The NFL Relocation Policy promulgated pursuant to the Constitution and Bylaws constitutes a binding, enforceable contract.

48. The RSA, the City, and the County are third party beneficiaries to that contract. The NFL and the owners/franchises, including the Rams, intended to benefit the RSA, the City, and the County via the Constitution and Bylaws and policies promulgated thereto. The intent of the Relocation Policy was to establish standards and procedures for relocation decisions. The Policy limits subjective decision-making, and many of the adopted standards are designed to

protect the interests and investments of home communities. The goal of the Relocation Policy is to limit when a team can relocate, and those limits therefore benefit the home community.

49. In addition, via the Constitution and Bylaws and policies promulgated thereto, the Rams assumed direct obligations to the RSA and other third parties, including, but not limited to, the obligation to work diligently and in good faith to obtain and maintain suitable facilities in the Rams's home territory, and to operate in a manner that maximizes fan support in the Rams's current home community. The statement that, "clubs are obligated to work diligently and in good faith to obtain and maintain suitable stadium facilities in their home territories and to operate in a manner that maximizes fan support in their current home community" is a provision that by its terms is intended to benefit home communities such as Plaintiffs herein.

50. The benefits to Plaintiffs and others set out in the Relocation Policy promulgated pursuant to the Constitution and Bylaws are not incidental.

51. During the past twenty years, Plaintiffs have contributed hundreds of millions of dollars to attract and retain an NFL team, all spent while the Relocation Policy imposed obligations on teams and the League and required satisfaction with the Policy before relocation could be approved.

52. Moreover, responding to the League and statements of other team owners during its effort to build a new stadium in St. Louis, the RSA spent more than \$17 million.

53. Owners and the NFL continued to assure Plaintiffs that they should continue their efforts to build a new stadium. As a result of these and other efforts, the RSA and the City of St. Louis developed a new stadium financing plan that would offer over \$400 million in public money.

54. The Rams breached its contractual obligation of diligence and good faith to the detriment of the RSA, the City, and the County as third party beneficiaries as set out above. The

Rams, the NFL, its member teams, and their owners did not comply with the Relocation Policy set out above. There was a substantial expenditure of public funds to build and maintain the current stadium; the home community was validly addressing the stadium issues presented through the design and financing plans for a new stadium; there were no good faith negotiations from the Rams or the NFL; and the Rams themselves—as admitted repeatedly by Mr. Demoff—created the situation where the team was not competitive. The team had 9 straight losing seasons and had not made the playoffs in over a decade. The team did not meet with the community in any meaningful way, and the owner never met with the Mayor of the City of St. Louis. The factors set forth in the Relocation Policy mandated that the team be retained in St. Louis because the Rams and the NFL had not complied with their obligations under the Policy.

55. Defendants are estopped from denying the binding and/or obligatory nature of the Relocation Policy. The NFL adopted the Relocation Policy specifically to provide a process and standards to reign in subjective decision-making in the hope of avoiding further antitrust liability. Defendants, through NFL representatives, have admitted that the Policy imposes obligations on the clubs and on the NFL and that the Relocation Policy must be satisfied for a relocation petition to be approved. Given the history of the Relocation Policy and the NFL's position regarding the Policy's role in the relocation process, Plaintiffs relied on the Policy's obligations and standards in structuring the relationship with the Rams. Plaintiffs' reliance caused Plaintiffs to suffer increased costs and other damages.

56. As a direct and proximate result of the breach of contract, Plaintiffs have been deprived of a professional football franchise and all of its benefits, damaging Plaintiffs in an amount to be determined at trial.

57. As a direct and proximate result of the breach of contract, Defendants have unjustly benefited from their wrongful conduct and must make restitution of all gains associated

with the Rams's move to Los Angeles, including the increase in value of the Rams, the relocation fee paid by the Rams and other amounts.

WHEREFORE, Plaintiffs respectfully request that the Court find in their favor and against the Rams, award damages to Plaintiffs in an amount to be determined at trial, and grant any other necessary or appropriate relief.

## **COUNT II – Unjust Enrichment**

### **(Against all Defendants)**

58. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

59. On information and belief, Defendant Rams is required, and has agreed, to pay a relocation fee to other team Defendants in the amount of \$550 million by virtue of the team's relocation.

60. According to the Relocation Policy, this relocation/transfer fee is paid as compensation to the other team Defendants.

61. The Rams's relocation to Los Angeles increased the value of that franchise considerably and also benefitted the NFL by relocating an NFL team into the Los Angeles market with no cost to the NFL for a new stadium in Los Angeles. The increase in value of the Rams exceeds \$700 million.

62. By virtue of allowing the Rams to relocate, but without enforcing the Relocation Policy, Defendants received the benefit of the relocation/transfer fee. The Rams franchise also has received the benefit of an increase in the value of the franchise.

63. The relocation fee and increase in value benefitted Defendants at the expense of Plaintiffs. Defendants received those benefits only by wrongfully depriving Plaintiffs of the opportunity to retain the Rams in St. Louis.

64. The Rams and the NFL knew that Plaintiffs were spending vast amounts of time and money to develop a new stadium complex financing plan and encouraged Plaintiffs' commitments through misrepresentations regarding the process and the Rams's intent.

65. By virtue of being located in St. Louis, in a publicly-funded stadium built for that team, all Defendants received the many benefits of having a team within the St. Louis market. The Rams paid a \$29 million relocation fee to the remaining Defendant member-teams in order to move from Anaheim to St. Louis in 1995. That fee was described by the commissioner as reflecting, among other things, the increase in value of the team due to its move to St. Louis and the value of a St. Louis franchise opportunity compared to Anaheim.

66. The Defendant Rams received the benefit of an increase in value due to the move to St. Louis, use of a publicly-funded stadium under team-friendly terms, and stadium upgrades made throughout the team's tenure in St. Louis.

67. Those benefits were provided by Plaintiffs during the time the Relocation Policy imposed objective standards on relocation decisions and imposed an obligation of diligence and good faith on the Rams.

68. Defendants are estopped from denying the binding and/or obligatory nature of the Relocation Policy. The NFL adopted the Policy specifically to provide a process and standards to reign in subjective decision-making in the hope of avoiding further antitrust liability. Defendants, through NFL representatives, have admitted that the Policy imposes obligations on the clubs and on the League and that the Policy must be satisfied for a relocation petition to be approved. Given the history of the Relocation Policy and the NFL's position regarding the Policy's role in the relocation process, Plaintiffs relied on the Policy's obligations and standards in structuring the relationship with the Rams. Plaintiffs' reliance caused Plaintiffs to suffer



increased costs and other damages, and allowing Defendants to reverse course and deny the Policy's obligations would be unjust.

69. Defendants appreciated the benefits provided to them as set out herein.

70. Given the actions of Defendants, retention by Defendants of those benefits is manifestly unjust.

71. As a direct and proximate result of Defendants' actions, Plaintiffs lost, and have been deprived of, a professional football franchise in St. Louis and all of its benefits, and the Defendants have been improperly enriched by their conduct.

72. The Plaintiffs are entitled to restitution in the amount of all sums obtained by the Defendants based on their improper conduct described above, including, but not limited to, the relocation fee, increase in team value resulting from the move to Los Angeles, and the benefits conferred on the Rams during the team's tenure in St. Louis.

WHEREFORE, Plaintiffs respectfully request that the Court find in their favor and against Defendants, award damages to Plaintiffs of those benefits conferred upon Defendants and unjustly retained (including, but not limited to, the relocation/transfer fee) in an amount to be determined at trial, and grant any other necessary or appropriate relief.

### **COUNT III – Fraudulent Misrepresentation**

#### **(Against the Rams and E. Stanley Kroenke)**

73. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

74. As set forth above, the Rams and Mr. Kroenke made repeated statements that were intended to induce the Plaintiffs into continuing to support and finance the Dome and to spend money to create a new stadium for the Rams.

75. In a December 2016 interview, former Rams coach Jeff Fisher acknowledged that he was aware during his interview process in January 2012 that the Rams planned to move to Los Angeles after the lease expired in St. Louis. Thus, no later than 2011, the Rams and Mr. Kroenke intended to move the Rams to Los Angeles.

76. Similarly, in a January 2016 interview, Mr. Demoff admitted that Mr. Kroenke, who inspected the California property in the summer of 2013, called him **before** he bought the site and told him that the location was “an unbelievable site” for a football stadium. Mr. Demoff stated that this call from Mr. Kroenke was one of the “moments in your life you never forget.”

77. All of the following statements by Rams representatives were knowingly false:

- On April 21, 2010, Rams owner Mr. Kroenke stated, “I’m going to attempt to do everything that I can to keep the Rams in St. Louis,” and added that, “I’ve always stepped up for pro football in St. Louis. And I’m stepping up one more time. I’m born and raised in Missouri.” He further stated, “People in our state know me. People know I can be trusted. People know I am an honorable guy.”
- In 2011, Kevin Demoff, Rams Chief Operating Officer and Executive Vice President of Football Operations, said, “Our entire focus is on building a winner in and for St. Louis. The lease issue isn’t what we are focused on.” “We are proud of our ... commitment to St. Louis and passionate about building a winner right here.”
- In 2012, Mr. Demoff stated in an interview posted on the Rams official website that Mr. Kroenke “has been emphatic on this point: He didn’t lead the charge to bring the Rams back to St. Louis to lead the charge out of St. Louis. . . . Our goal is to build a winner in St. Louis not only in 2012, but in 2022, 2032, and

beyond. This city deserves better NFL football and that is what we are focused on every day.”

- In 2012 at a news conference, Mr. Demoff stated: “Our goal is to build a winning organization on and off the field in St. Louis, and that continues to be the goal for the next year, three years, 10 years, 20 years. Believe me, nobody would be happier than me to announce a long-term agreement to keep the team in St. Louis. We want this team to be successful and win for our fan base that has been loyal to us for so long, including some terrible stretches of football.” He further stated, “We want to build a winner in St. Louis for our great fans who have stuck with us through tough times, and you have my pledge we will do everything we can to be successful in St. Louis,” and “the last thing we want to do is let our fans down who have been so loyal to us.”
- Prior to the 2012 season, Mr. Demoff stated: “There is a lot of noise about the stadium situation, but it’s just that, noise. Our focus is on improving the football team and bringing our long-suffering fans the joy you deserve.... I can’t even fathom letting down our loyal fan base.”
- After the 2012 lease arbitration, Mr. Demoff stated: “I think the one thing that is important for fans to know is that if the arbitration does not solve the issue, it’s not all gloom and doom from that point. We still have two years left on the lease before it goes year to year and then you’ll get to the point where most cities are when a lease is expiring. Then we just have to sit down and figure out how to get a new lease.”
- In a 2014 season ticket holder event after Mr. Kroenke’s purchase of the site in Inglewood, California became public, Mr. Demoff stated that the California land

was “not a piece of land that’s any good for a football stadium. The size and the shape aren’t good for a football stadium.”

- At a 2014 fan forum, Mr. Demoff stated there was a “one-in-a-million chance” the Rams would move.
- After Mr. Kroenke’s purchase of the California site, he stated, “We have yet to decide what we are going to do with the property but we will look at all options[.]”
- On or about February 11, 2014, after Mr. Kroenke purchased 60 acres of land for a stadium project in Inglewood, California, Mr. Demoff, when asked if the land was for a new stadium in Inglewood, stated “I promise you. Stan is looking at lots of pieces of land around the world right now and none of them are for football stadiums.”

78. Mr. Demoff made these statements on behalf of the Rams and on behalf of Mr. Kroenke.

79. At no point prior to the Rams’s submission of its relocation petition did the Rams disclose their secret intention to move the team to Los Angeles. The Rams and Mr. Kroenke, however, were under a duty to disclose their intentions long before that date. Plaintiffs were involved in a series of business transactions with the Rams and Mr. Kroenke. When parties are involved in business transactions, a party is under a duty to correct prior statements that are no longer truthful, and the Rams or Mr. Kroenke never corrected any of the statements set forth above. The Rams’s and Mr. Kroenke’s plans to relocate rendered the prior statements misleading. Plaintiffs could not have learned of the Defendants’ intentions by the exercise of due diligence. Similarly, the Rams and Mr. Kroenke had knowledge of their plans and

intentions; this knowledge was peculiarly within the knowledge of the Rams and Mr. Kroenke; and Plaintiffs could not have discovered these plans through ordinary diligence.

80. The foregoing material representations and omissions were false, and were known to be false when made by the Rams and Mr. Kroenke. Plaintiffs, however, were ignorant of the falsity of the representations.

81. The Rams and Mr. Kroenke intended for Plaintiffs to act on their false statements.

82. Plaintiffs relied on the supposed truth of the representations and, in fact, spent considerable time and money financing and working on a new stadium complex plan, as the Rams and Mr. Kroenke intended for them to do and encouraged them to do. Plaintiffs similarly made bond payments and incurred other expenses associated with the Rams during this time period.

83. Plaintiffs had a right to rely on the Rams's and Mr. Kroenke's statements because, among other reasons, the Rams franchise is bound by obligations imposed under the Relocation Policy.

84. As a direct and proximate result of the Rams's and Mr. Kroenke's fraudulent misrepresentations, Plaintiffs have suffered damages in an amount to be determined at trial. These damages occurred and the Rams and Mr. Kroenke's knowledge of the damages took place when the vote was taken to permit the Rams to relocate. Similarly, the wrongful conduct justifies the return of the gains made by Defendants through their conduct and misrepresentations.

85. The conduct of the Rams and Mr. Kroenke as described above was outrageous, willful and wanton and demonstrated a reckless or wanton disregard of the rights of Plaintiffs and others.

WHEREFORE, Plaintiffs respectfully request that the Court find in their favor and against Defendants, award damages to Plaintiffs in an amount to be determined at trial, award punitive damages, and grant any other necessary or appropriate relief.

**COUNT IV-Fraudulent Misrepresentation**

**(Against all Defendants)**

86. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

87. On about August 13, 2015, Eric Grubman, Executive Vice President of Defendant NFL, stated that the Relocation Policy “puts obligations on the club and it puts obligations on the league,” explained that a club has to receive 24 votes in order to relocate, and stated that, “to get 24 votes, the owners would have to reach the conclusion **that the club met the NFL guidelines.**” (Emphasis added.)

88. On about January 30, 2015, prior to the relocation of the Rams, Roger Goodell stated that the NFL “want[s] all of our franchises to stay in their current markets.” On about January 16, 2015, Mr. Grubman stated that the NFL has an “obligation, which we take very seriously” to do whatever it takes to keep NFL teams strong in their existing markets.

89. The acquisition of the Los Angeles property was announced on January 5, 2015. At that time, Mr. Goodell stated that the NFL was not aware of any plans to relocate the Rams to Los Angeles, but also admitted that Mr. Kroenke had kept him and the NFL informed of the acquisition. At this time, the NFL was in fact aware of Mr. Kroenke’s plans or was recklessly indifferent to the truth of the statement by Mr. Goodell.

90. On December 17, 2015, Roger Goodell, with reference to St. Louis stadium financing, stated that a St. Louis proposal assuming a commitment by the NFL to \$300 million for funding toward a stadium in St. Louis was “fundamentally inconsistent with the NFL’s

program of stadium financing.” Less than one month later, the NFL promised precisely that amount to two other franchises to help defray the costs of new stadiums in their home markets.

91. The Rams franchise is a member of the NFL and thus the statements set forth in Count III above are made on behalf of the NFL and its member clubs in addition to being on behalf of the Rams. In addition, the same duty to disclose described in Count III applies to the NFL and its member teams.

92. The foregoing material representations and omissions were false, and were known to be false when made by Defendants. Plaintiffs, however, were ignorant of the falsity of the representations and could not have discovered the omitted information through ordinary diligence.

93. Defendants intended for Plaintiffs to act on their false statements.

94. Plaintiffs relied on the supposed truth of the representations and, in fact, spent considerable time and money financing and working on a new stadium complex plan, as Defendants intended for them to do and encouraged them to do.

95. Plaintiffs had a right to rely on Defendants’ statements because, among other reasons, Defendants are bound by obligations imposed under the NFL Relocation Policy.

96. As a direct and proximate result of Defendants’ fraudulent misrepresentations, Plaintiffs have suffered damages in an amount to be determined at trial, and Plaintiffs are entitled to restitution of improper gains of Defendants.

97. The conduct of Defendants as described above was outrageous, willful and wanton and demonstrated a reckless or wanton disregard of the rights of Plaintiffs and others.

WHEREFORE, Plaintiffs respectfully request that the Court find in their favor and against Defendants, award damages to Plaintiffs in an amount to be determined at trial, award punitive damages, and grant any other necessary or appropriate relief.

**COUNT V – Tortious Interference With Business Expectancy**

**(Against all Defendants, except the Rams)**

98. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

99. Plaintiffs had a valid business expectancy in an ongoing relationship with the Rams based on the existing established relationship and prior experience between the Rams and the Plaintiffs and on the fact that the Relocation Policy imposed on the Rams a duty of diligence and good faith negotiations. There was a probable future business relationship between the Rams and Plaintiffs that created a reasonable expectation of economic benefit to Plaintiffs based on the regular course of prior dealings between the parties.

100. Defendants knew of Plaintiffs’ business relationship with the Rams and of Plaintiffs’ expectancy of an ongoing and future relationship with the Rams.

101. Defendants intentionally interfered with Plaintiffs’ reasonable business expectancy by approving the Rams’s relocation petition. The move was approved by all the non-Rams Defendants collectively through their association, the NFL, and in the vote that was taken to permit the move.

102. For example, Jerry Jones, owner, president, and general manager of the Dallas Cowboys Football Club, Ltd., intentionally interfered with Plaintiffs’ reasonable business expectancy by encouraging, promoting, and conspiring with Mr. Kroenke to develop a plan to relocate the Rams to Los Angeles and convincing the other member-teams to approve the relocation. Specifically, and not limited to:

- In August 2013, Mr. Jones and Mr. Kroenke discussed the Inglewood, California, site as a desirable location for a new stadium to house the Rams.



- Mr. Jones lobbied other owners for support of Mr. Kroenke's proposed move of the Rams to Los Angeles prior to the vote on relocation.
- Mr. Jones advised Mr. Kroenke to start the process of building the stadium project before NFL approval so as to move the project along and encourage ultimate NFL permission.
- After the initial vote rejecting the Rams's proposed relocation, Mr. Jones persuaded other owners to approve the Rams's petition based solely on the amount of money that could be made in Los Angeles.
- Mr. Jones provided the blueprint for the deal that ultimately received enough votes to approve the Rams's relocation.
- Contrary to the standards established in the Relocation Policy, Mr. Jones engaged in this conduct believing that St. Louis was a viable football city and could support a team. After the vote approving the Rams's relocation to Los Angeles, Mr. Jones suggested that St. Louis should get another team and stated that St. Louis is "certainly an NFL town without question."

103. Defendants in this Count are not parties to the relationship between the Rams and Plaintiffs or to the obligations in the Relocation Policy that run directly from the Rams to Plaintiffs. The expectation of continued business relations between the Rams and Plaintiffs is based on a long track record of the Rams being in St. Louis and their existing business relationship. It is not dependent on and is separate from any contractual rights set forth in the Relocation Policy.

104. Defendants lacked justification for this interference. Defendants did not have a definite legal right to approve the move without any qualification. Moreover, the vote and

conduct leading to the vote violated established trade and industry rules and standards governing moves of NFL franchises and so was wrongful.

105. Defendants' conduct leading up to the vote and their vote to permit the Rams to move were improper means of furthering their economic interests. The NFL engaged in misrepresentations of fact associated with the vote, including the statement that the NFL would not help finance a new stadium and including the statements recited above by Messrs. Grubman and Goodell. Similarly, the NFL's failure to disclose its knowledge of the Rams's intent and plans to move the team is a fraudulent nondisclosure, as described above, and thus the resulting vote was independently wrongful. Finally, a robust and legitimate Relocation Policy is necessary for the NFL and its member teams to avoid anti-trust violations, and, thus, the failure to follow the guidelines is wrongful on that basis as well.

106. Defendants, through NFL representatives, have admitted that the Relocation Policy imposes obligations on clubs and on the League and that the Policy must be satisfied before a relocation request may be approved. The NFL and its member teams/owners did not consider the appropriate factors under the Policy and instead focused solely on whether more money could be made in Los Angeles—a factor which does not justify relocation under the Policy. Thus, the violation of the Policy by Defendants was a wrongful act.

107. Based on the statements quoted above regarding the binding nature of the Relocation Policy, Defendants are estopped from denying that binding and/or obligatory nature of the Policy. Given the history of the Policy and the NFL's admission of the Policy's obligations and mandatory process, Plaintiffs relied on the Policy's obligations and standards in their relationship with the Rams. Plaintiffs' reliance caused Plaintiffs to suffer increased costs and other damages.

108. Without Defendants' wrongful interference, the Rams would not have relocated from St. Louis to Los Angeles.

109. As a direct and proximate result of Defendants' tortious interference, the NFL has announced that St. Louis has lost and been deprived of its professional football franchise and all of its benefits, allowing Defendants to wrongfully profit from their tortious conduct and damaging Plaintiffs in an amount to be determined at trial. Similarly, Defendants must make restitution of the relocation fee to Plaintiffs and account to Plaintiffs for the lost profits to which they were entitled.

110. The conduct of Defendants as described above was outrageous, willful and wanton and demonstrated a reckless or wanton disregard of the rights of Plaintiffs and others.

WHEREFORE, Plaintiffs respectfully request that the Court find in their favor and against Defendants, award disgorgement of Defendants' profits (or in the alternative, award damages to Plaintiffs in an amount to be determined at trial), award punitive damages, and grant any other necessary or appropriate relief.

Respectfully submitted,

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