

Christopher B. Snow (8858)  
Jonathan D. Bletzacker (12034)  
Katherine E. Pepin (16925)  
**CLYDE SNOW & SESSIONS**  
One Utah Center, Ste. 1300  
201 South Main Street  
Salt Lake City, Utah 84111-2216  
Telephone 801.322.2516  
Facsimile 801.521.6280  
[cbs@clydesnow.com](mailto:cbs@clydesnow.com)  
[jdb@clydesnow.com](mailto:jdb@clydesnow.com)  
[kep@clydesnow.com](mailto:kep@clydesnow.com)  
*Attorneys for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

RICHARD MUIRBROOK, individually  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

LEGENDARY FIELD EXHIBITIONS,  
LLC, a Delaware limited liability  
company, d/b/a ALLIANCE OF  
AMERICAN FOOTBALL,  
Defendant.

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

PROPOSED CLASS ACTION

JURY TRIAL DEMANDED

**CLASS ACTION COMPLAINT**

Plaintiff Richard Muirbrook (“Plaintiff”), individually and on behalf of all other similarly situated employees (“Claimants”), brings this action as a class action against Plaintiff’s former employer, Legendary Field Exhibitions, LLC d/b/a Alliance of American Football (the “Company”), and allege, by and through undersigned counsel, as follows:

## INTRODUCTION

1. Plaintiff brings this action on his own behalf, and on behalf of other similarly situated former employees who worked for the Company for at least six of the last 12 months and who were terminated as part of, or as the result of, mass layoffs or plant closings ordered by the Company without 60 days advance written notice of their terminations as required by the Worker Adjustment and Retraining Notification Act (“WARN Act”), 29 U.S.C. § 2101 *et seq.* The Company operated football teams in various cities throughout the United States, including in Salt Lake City, under the name “Alliance of American Football.” On or around April 2, 2019, the Company notified Plaintiff and the Claimants that they would be terminated as of April 3, 2019. Accordingly, Plaintiff and Claimants were not provided the 60 days notice mandated under the WARN Act. The lack of notice of termination caused significant harm to Plaintiff and Claimants who were unable to properly plan for a job transition or make plans for the unexpected and immediate lack of income caused by the reckless actions of the Company. Plaintiff and all similarly situated employees seek to recover 60 days wages, benefits, attorneys’ fees and other damages pursuant to 29 U.S.C. § 2104 for the Company’s reckless conduct.

## JURISDICTION & VENUE

2. This Court has federal question jurisdiction under 28 U.S.C. § 1331 regarding the Company’s violations of the WARN Act (29 U.S.C. § 2101 *et seq.*).

3. Venue is proper under 28 U.S.C. § 1391 since a substantial part of the events giving rise to this claim occurred in this District and Division.

## **THE PARTIES**

4. Plaintiff Richard Muirbrook (“Plaintiff”) is a resident of Salt Lake City, Utah and worked as a full-time salaried employee with the Company from September 10, 2018, until he was terminated on April 3, 2019. Plaintiff held the position of Team Vice President of Ticket Sales and Service and was located in Salt Lake City, Utah.

5. Claimants are similarly situated to Plaintiff and consist of more than 90 former employees that are residents and employees of the state of Utah, and hundreds of other similarly situated employees in multiple other states where the Company operated, including, but not limited to the locations of each team in the Alliance of American Football (teams were located in Utah, Georgia, Alabama, Tennessee, Florida, Arizona, Texas, and California). Like Plaintiff, Claimants were not given proper notice under the WARN Act.

6. Defendant Legendary Field Exhibitions, LLC d/b/a Alliance of American Football (the “Company”), is a Delaware limited liability company, with its principal place of business in California. The Company registered its limited liability company, Legendary Field Exhibitions, LLC, and d/b/a, Alliance of American Football, in Utah.

## **FACTS**

### **Background of the Company**

7. Around March 20, 2018, the Company announced the launch of a new football league called the Alliance of American Football (“AAF”).

8. By June of 2018, AAF announced its eight inaugural teams and their cities as follows: Salt Lake Stallions, Atlanta Legends, Birmingham Iron, Memphis Express, Orlando Apollos, Arizona Hotshots, San Antonio Commanders, and San Diego Fleet.

9. During July of 2018, AAF announced that it had signed 100 players. Upon information and belief, the Company continued hiring employees for each of its teams, including management, office personnel, and players throughout 2018. For example, AAF held an “Alliance Scouting Combine” during August of 2018 and the Company signed an additional 250 football players during that month.

**Plaintiff’s Employment with the Company**

10. During August of 2018, Plaintiff was recruited by the Company.

11. On or around August 24, 2018, Plaintiff signed an employment contract with the Company to be hired as a Team Vice President of Ticket Sales and Service, located in Salt Lake City, Utah.

12. When Plaintiff was hired, he was told, along with other employees, that the Company had close to \$1 billion in funding and that AAF could last three years without selling any tickets or receiving any sponsors.

13. AAF’s inaugural 10-week season began on February 9, 2019.

14. News reports stated that the first AAF football game on CBS drew 2.9 million viewers, which passed the marquee NBA matchup between the Rockets and Thunder that same night (2.5 million viewers).

15. During February and March of 2019, Plaintiff learned about over-due bills from vendors and was told by the Company this was normal, that the Company had the money to pay its vendors, and that the Company only needed to improve its payment process with its accounts.

16. Other news outlets reported that AAF was going to miss payroll but representatives from AAF stated that the payroll issues were due to a technical glitch, not funding.

17. Near the end of March, media outlets began reporting that Tom Dundon, an investor in AAF and chairman of AAF, was threatening to shut-down AAF.

18. Because AAF television ratings were relatively high and the league appeared to be succeeding, news outlets reported that Mr. Dundon was continuing to threaten a shutdown as a way to play hardball with the NFL in negotiating a development league. For example, on April 1, 2019, Daniel Kaplan, a sports writer for Sports Business Daily, reported, “Alliance of American Football owner Tom Dundon tells me a decision whether to shutter the 7 week old league could come as soon as tomorrow or days. He wants a development agreement with the NFL/NFLPA, but no evidence they are willing.”

#### **Shutdown of the Company and Termination of Employees**

19. On April 2, 2019, Plaintiff, along with other employees at the Company, received an email from the Company stating, in part, “Unfortunately, after careful consideration, the board has decided to suspend operations of the Alliance of American Football, effective immediately. ... For those employees whom we do not contact individually to discuss an ongoing role or alternative arrangements, your employment termination date is effective Wednesday, April 3, 2019, and you will be paid through this date.”

20. Shockingly, Plaintiff, along with the Claimants, was provided only one-day notice of termination from the Company.

21. Ben Kercheval, a CBS sports writer, stated on April 2, 2019, in response to the Company's closure, the following: "Just got off the phone with a source close to the AAF. A few things: (1) No one, I mean no one, gets why Dundon is going this. Not the AAF, nor its partners, nor the NFL; (2) Just because Dundon is the control owner doesn't mean it's his company. Complications on the horizon."

### **CLASS ACTION ALLEGATIONS**

22. Plaintiff hereby incorporates each and every allegation of the proceeding paragraphs as though fully set forth herein.

23. Plaintiff seeks class certification of his claims under the WARN Act as a class action under Rule 23, his appointment as an adequate class representative, and his counsel of record as Class Counsel.

24. Plaintiff brings his WARN Act claim for relief for violation of 29 U.S.C. § 2101 et seq., on his own behalf and on behalf of all other similarly situated former employees, pursuant to 29 U.S.C. § 2104(a)(5) and Federal Rules of Civil Procedure, Rule 23(a) and (b), who worked at or reported to one of the Company's facilities and were terminated without cause on or about April 3, 2019, in consequence of the mass layoffs and/or plant closings ordered by the Company on or about April 2, 2019, and who are affected employees, within the meaning of 29 U.S.C. § 2101(a)(5) (the "WARN Class").

25. The persons in the WARN Class identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, it is

estimated to equal or exceed 90 former employees that are residents and employees of the state of Utah, and hundreds of other similarly situated former employees from other states where the Company operated including, but not limited to the locations of each team in the AAL (teams were located in Utah, Georgia, Alabama, Tennessee, Florida, Arizona, Texas, and California). The facts on which the calculation of that number can be based are presently within the sole control of the Company. The WARN Class members each worked for the Company more than 6 of the last 12 months prior to their termination on or around April 3, 2019.

26. On information and belief, the identity of the members of the class and the physical addresses of each of the WARN Class members is contained in the books and records of the Company.

27. On information and belief, the rate of pay and benefits that were being paid by the Company to each WARN Class member at the time of his/her termination is contained in the books and records of the Company.

28. Common questions of law and fact exist as to members of the WARN Class, including, but not limited to, the following:

a. whether the members of the WARN Class were employees of the Company who worked at or reported to the Company's facilities;

b. whether the Company unlawfully terminated the employment of the members of the WARN Class without cause on their part and without giving them 60 days advance written notice in violation of the WARN Act; and

c. whether the Company unlawfully failed to pay the WARN Class members 60 days wages and benefits as required by the WARN Act.

29. The Plaintiff's claim is typical of those of the WARN Class. The Plaintiff, like other WARN Class members, worked at or reported to one of Company's facilities (Salt Lake Stallions) and was terminated without cause on or about April 3, 2019, due to the mass layoffs and/or plant closings ordered by the Company.

30. The notice to the proposed WARN Class members will include an introduction, a short description of the lawsuit including Plaintiff's claims and the Company's response to those claims, information on how to join the lawsuit, the effect of not joining the lawsuit, and contact information for the class's counsel for any questions they may have.

### **FIRST CAUSE OF ACTION**

#### **FEDERAL WARN ACT**

31. Plaintiff incorporates the preceding paragraphs by reference.

32. At all relevant times, the Company employed more than 100 full-time employees.

33. At all relevant times, the Company was an "employer," as that term is defined in 29 U.S.C. § 2101 (a)(1) and 20 C.F.R. § 639(a) and continued to operate as a business until it decided to order a mass layoff or plant closing of its facilities.

34. At all relevant times, Plaintiff and the other similarly situated former employees were employees of the Company as that term is defined by 29 U.S.C. §2101.

35. On or around April 2, 2019, the Company ordered mass layoffs or plant closings at its facilities, as that term is defined by 29 U.S.C. § 2101(a)(2).

36. The mass layoffs or plant closings at its facilities resulted in "employment losses," as that term is defined by 29 U.S.C. §2101(a)(2) for at least fifty of the Company's employees and



33% of the Company's workforce at its facilities, excluding "part-time employees," as that term is defined by 29 U.S.C. § 2101(a)(8).

37. The Plaintiff and the WARN Class were terminated by the Company without cause on their part, as part of or as the reasonably foreseeable consequence of the mass layoffs or plant closings ordered by the Company at its facilities.

38. The Plaintiff and WARN Class members are "affected employees" of the Company, within the meaning of 29 U.S.C. § 2101(a)(5).

39. The Company was required by the WARN Act to give the Plaintiff and the WARN Class members at least 60 days advance written notice of their terminations.

40. The Company failed to give the Plaintiff and WARN Class members written notice that complied with the requirements of the WARN Act.

41. The Plaintiff is, and each of the WARN Class members are, "aggrieved employees" of the Company as that term is defined in 29 U.S.C. § 2104 (a)(7).

42. The Company failed to pay the Plaintiff and each of the WARN Class members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 days following their respective terminations, and failed to make the pension and 401(k) contributions and provide employee benefits under ERISA, other than health insurance, for 60 days from and after the dates of their respective terminations.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff, individually and on behalf of all other similarly situated employees, prays for judgment against the Company as follows:

1. The Court certify Plaintiff's claims under the WARN Act as a class action under Rule 23, appoint Plaintiff as an adequate class representative, and appoint counsel of record as Class Counsel;

2. An order awarding WARN Class members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 days following their respective terminations, and to make any pension and 401(k) contributions and provide employee benefits under ERISA, other than health insurance, for 60 days from and after the dates of their respective terminations;

3. An order awarding attorneys' fees, costs, and expenses;

4. Pre- and post-judgment interest at the highest applicable rates; and/or

5. Such other further relief as may be necessary and appropriate.

DATED: April 10, 2019.

Respectfully Submitted,

**CLYDE SNOW & SESSIONS**

*/s/ Christopher B. Snow*

---

Christopher B. Snow  
Jonathan D. Bletzacker  
*Attorneys for Plaintiffs*

JS 44 (Rev. 08/18)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 Richard Muirbrook  
**(b) County of Residence of First Listed Plaintiff** Salt Lake  
 (EXCEPT IN U.S. PLAINTIFF CASES)  
**(c) Attorneys (Firm Name, Address, and Telephone Number)** Christopher B. Snow and Jonathan D. Bletzacker  
 Clyde Snow & Sessions 201 S. Main St. Ste. 1306  
 SLC, UT 84111

**DEFENDANTS**  
 Legendary Field Exhibitions LLC  
 dba Alliance of American Football  
 County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)  
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  
 Attorneys (If Known)

**II. BASIS OF JURISDICTION (Place an "X" in One Box Only)**

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)**  
 (For Diversity Cases Only)

Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT (Place an "X" in One Box Only)** Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN (Place an "X" in One Box Only)**

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from Another District (specify)

6 Multidistrict Litigation - Transfer

8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): WARN Act violation

Brief description of cause: No 60 day notice of termination violation of WARN Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 4-10-19

SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_