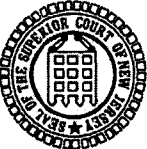



**Appendix XII-B1**

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b>	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,                  if information above the black bar is not completed                  or attorney's signature is not affixed</b>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
			CHG/CK NO.	
			AMOUNT:	
			OVERPAYMENT:	
		BATCH NUMBER:		
ATTORNEY / PRO SE NAME Patricia V. Pierce		TELEPHONE NUMBER (215) 656-3600	COUNTY OF VENUE Bergen	
FIRM NAME (if applicable) Greenblatt Pierce Engle Funt & Flores, LLC		DOCKET NUMBER (when available)		
OFFICE ADDRESS 123 S. Broad Street, 25th Floor Philadelphia, PA 19109		DOCUMENT TYPE Complaint		
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Krystal C., individually and on behalf of all others similarly situated, Plaintiff		CAPTION Krystal C. v. New York Jets LLC		
CASE TYPE NUMBER (See reverse side for listing) 509	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED YES, SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known)  <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> No		
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION This is a claim to recover for unpaid wages brought by a former member of the Jets Flight Crew.				
	DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
	WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: <i>Patricia Pierce</i>				

Patricia V. Pierce, Esquire  
Thomas More Marrone, Esquire  
GREENBLATT PIERCE ENGLE  
FUNT & FLORES, LLC  
123 South Broad Street, 25<sup>th</sup> Floor  
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LEVY VINICK BURRELL HYAMS LLP  
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Oakland, California 94402  
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RECEIVED  
MAY 06 2014  
SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN  
FINANCE DIVISION

*Attorneys for Plaintiff*

**Krystal C**, individually and on behalf  
of all others similarly situated  
Currently residing in Connecticut

Plaintiff

v.

**New York Jets LLC**  
One Jets Drive  
Florham Park, New Jersey  
Berlin, New Jersey, 08009-9008

Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

BERGEN COUNTY

DOCKET NO:

**CLASS ACTION COMPLAINT  
WITH JURY TRIAL DEMAND**

**NATURE OF ACTION**

1. This is an action brought by Krystal C against her former employer, the New York Jets LLC ("Jets") to recover money damages for unpaid wages and reimbursement of work-related expenses. The Jets, while paying millions of dollars to its male athletes for a single season of work, have historically and currently pay less than minimum wage to its cheerleading staff. The cheerleaders are required to work "off the clock" at home, attend rehearsals three days

a week from May through December without pay, attend “charity events” without pay, and are required to spend their own money on travel, uniform maintenance and cosmetic and hairstyling requirements set by the Jets.

### **PARTIES**

2. Plaintiff Krystal C is an adult individual who currently resides in Connecticut. Her full name and address are being withheld because it was, and is, the policy of her former employer to shield that information from the public because of safety concerns.

3. Defendant New York Jets LLC is a business entity which conducts business at One Jets Drive, Florham Park, New Jersey 07932.

4. At all material times, Defendant, its employees, subsidiaries, affiliates, and other related entities, as well as the employees of those subsidiaries, affiliates, and other related entities, were each other’s agents, servants and/or employees, who at all material times were acting within the scope of their agency, service and/or employment, and acted by, and on behalf of, Defendant.

### **FACTS**

5. Defendant owns and operates a National Football League (“NFL”) Member Club known as the “New York Jets” or the “Jets,” which plays its home football games at MetLife Stadium located in the MetLife Sports Complex in East Rutherford, New Jersey.

6. Defendant has developed and established a professional cheerleading team known as the New York Jets Flight Crew, which performs dance routines and cheers at Jets

games, including, but not limited to, any team pre-season, regular season, or playoff games in which the team participates. The members of the Flight Crew also make promotional appearances at other events Defendant designates

7. Plaintiff and Defendants entered into an Employment Agreement dated May 16, 2012, which defendant signed on July 18, 2012, and which plaintiff signed on May 16, 2012. (A true and correct copy of the Employment Agreement is attached to this Complaint as Exhibit A).

8. Under the terms of the Employment Agreement, Defendant, as "Employer" and Plaintiff as "Employee" agreed that "Employer employs Employee, and Employee agrees to be employed by Employer as a member of the Flight Crew on the terms and conditions set forth in this Agreement."

9. Under the terms of the Employment Agreement, Plaintiff and Defendant agreed that Plaintiff would perform the following "Services":

- a) Employee agrees to perform cheerleading and dance routines, along with such other related duties and services as may be requested by Employer at any Jets Game. Employee acknowledges and agrees that Employee may not be selected to perform at each and every Jets Game, and that Employee may, from time to time, be designated as an "alternate" member of the Flight Crew.
- b) Employee agrees to arrive at least three and one-half (3.5) hours prior to the scheduled commencement time of each Jets Game for which Employee's services have been requested and shall perform Services as directed by Employer until thirty (30) minutes after the end of the given Jets Game.
- c) Employee agrees to be available for, and participate in all practices of the Flight Crew as may be scheduled by Employer.
- d) Employee agrees to be available to perform any such related cheerleading and dance routine, or make promotional appearances at promotional and/or commercial events (other than Jets Games) sponsored by Employer or any of its affiliated entities, or a third party ("Outside Event") as may be designated by Employer from time to time during the Term (as defined below) no less than

fifteen (15) times.

- e) In performing the Services required of Employee, Employee will utilize the best creative and artistic efforts possible, and will devote such time and energy as is necessary in order to enable the Flight Crew to present first class, professional performances. Employee agrees that she will not directly or indirectly engage in any other business activities which materially interfere with her performance of the Services hereunder.
- f) Employee shall govern herself in strict compliance with all of Employer's rules and regulations.
- g) If Employer elects to produce a calendar featuring the Flight Crew (the "Flight Crew Calendar"), Employee agrees to sell, on Employer's behalf, no less than thirty (30) Flight Crew Calendars at the sales price determined by Employer. Employer shall be entitled to retain all money collected by Employee from sales of the Flight Crew Calendar, as described herein.
- h) If Employer elects to create a "junior" Flight Crew program for children (the "Junior Flight Crew Program"), Employee agrees to perform such duties and services as may be requested by Employer at any/all Junior Flight Crew Program clinics or camps. Such Junior Flight Crew Program clinics or camps shall be scheduled on dates and locations determined in the sole discretion of Employer.

10. For all of the above-described "services" Plaintiff was to receive "the sum of One Hundred Fifty Dollars (\$150), subject to withholding, for each Jets game at which employee performs" and "the sum of One Hundred Dollars (\$100), subject to withholding, for all services performed at an Outside Event sponsored by employer or its affiliated entities."

11. The Employment Agreement does not otherwise provide for any other compensation to be paid to Plaintiff as Defendant's "employee," and in fact Defendant did not otherwise pay any compensation to Plaintiff for her "Services." Thus, in a single season, Plaintiff spent hours performing work under the contract, including attending practices, for which she was not compensated.

12. Plaintiff was a Member of the New York Jets Flight Crew from June 6, 2012 until

the end of December 2013. During that time, there were approximately 40 Flight Crew Members.

13 Plaintiff believes that her Employment Agreement was identical, or substantially identical to, the Employment Agreements between Defendant and all other Flight Crew Members.

14. During the time she was a Member of the Flight Crew, Plaintiff and the other Members worked as follows:

- a) On game days, each Member worked approximately 7-8 hours .
- b) On practice days (Monday, Wednesday, and Thursday evenings from at least June 6 – Dec 20) each Member worked approximately 3 hours per day.
- c) On “Camp Days,” which occurred on Saturdays and Sundays in July, July 28-29 each Member worked 7 hours per day. Flight Crew “Veterans” were paid a flat fee of \$100. However, “Rookies,” such as Plaintiff, were not paid at all for this work.
- d) On “Meet & Greet Day,” which occurred on Friday July 27<sup>th</sup> in 2012, and is held each year at or about the same time, each Member works approximately 3 hours, from 6 pm to 9 pm. without pay.
- e) At Junior Halftime Rehearsals, which occurred on Saturday, August 11, 2012, and occur each year at about the same time. each Member worked approximately 3 hours per day. For those rehearsals, Veterans were paid the flat rate of \$100, but Rookies were paid nothing.
- f) Defendant required Members to practice routines at home, to be prepared for practice sessions, but were not compensated for those hours. Each Member worked approximately 5-6 hours per week, including an hour before the start of scheduled rehearsals and another 4-6 hours at home, on Off the Clock Practice Activities.
- g) Defendant required Members to maintain their Uniforms in a certain condition, including washing their uniforms

according to Defendant's specific directions. Each Member worked approximately one hour per week on Uniform Maintenance, for which they were not compensated.

- h) Defendant required Members to maintain a specific personal appearance, including hair style, make up, and nail appearance, and each Member worked approximately 6 hours per week on Personal Appearance Maintenance, at their personal expense. In addition to the time spent on maintaining personal appearance, Plaintiff had naturally curly hair, but the Jets required her to wear her hair straight which, in turn required her to see a hair stylist each week at an approximate cost of \$45 per styling.
- i) Defendant required Flight Crew Calendar Girls to participate in work relating to the production of a "Flight Crew" Calendar, to sell or purchase as many calendars as Defendant required, and to participate in calendar signing. Plaintiff was not a "Flight Crew Calendar Girl" and is therefore currently without information and belief as to how much time and/or money these Members expended on this activity.
- j) At each rehearsal, one of the Flight Crew members was required to give a "motivational" gift for each of the other Members and for Denise Garvey, the Director of the Flight Crew. The typical costs of the gifts ranged from a total of \$30 - \$200.

15. Other than the flat \$150 per-game payment and the \$100 flat rate payments described above, Defendant did not pay to Plaintiff and the other Flight Crew Members any compensation for these activities, in violation of the New Jersey Wage and Hour Law, *N.J.S.A. § 34:11-56a, et seq.*

### **CLASS ACTION ALLEGATIONS**

16. Plaintiff incorporates here by reference all other allegations of this Complaint.

17. Plaintiff brings this class action under the New Jersey Wage and Hour Law, *N.J.S.A. § 34:11-56a, et seq.* on behalf of all New York Jets Flight Crew Members whom Defendant employed since two years from the date of the filing of this Complaint (the "Class

Period”).

18. There are questions of law and fact common to the members of the proposed class, and the class members’ claims are based on the same facts and legal theories. Those facts and theories include, among other things, whether Defendant failed to pay all wages due Plaintiff and all other Fight Crew Members during the Class Period and whether Defendant has violated the New Jersey Wage and Hour Law, *N.J.S.A. § 34:11-56a, et seq.*

19. The claims of the representative plaintiff are typical of the claims of the proposed class.

20. Plaintiff will fairly and adequately protect the interests of the proposed class.

21. Prosecution of separate actions by individual members of the proposed class would create a risk of inconsistent or varying adjudications with respect to individual members of the proposed class, which would establish incompatible standards of conduct for Defendant.

22. Prosecution of separate actions by individual members of the proposed class would create a risk of adjudications with respect to individual members of the proposed class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications.

23. Defendant here acted or refused to act on grounds generally applicable to the proposed class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the proposed class as a whole.

24. Questions of law and fact common to the members of the proposed class predominate over any questions affecting only individual members.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.



26. The individual members of the proposed class do not have an interest in individually controlling the prosecution of separate actions, because the cost to litigate a case individually would far outweigh any expected individual benefit or recovery.

27. Upon information and belief, Plaintiff alleges that there is no other litigation concerning this subject matter or claim set forth in this Complaint.

28. Concentrating this litigation in one forum is desirable, because it will conserve judicial resources and provide for an expedient and efficient resolution of the claims.

29. The proposed class action does not present any extraordinary or unusual difficulties affecting its management as a class action.

30. The proposed class is so numerous that joinder of all members is impracticable. Plaintiff estimates that Defendant has employed at least thirty to forty (30- 40) New York Jets Flight Crew Members during the Class Period.

### **COUNT ONE**

#### **Violations of the New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a, et seq.**

31. Plaintiff incorporates here by reference all other allegations of this Complaint.

32. At all material times, Defendant was and is an “employer” as defined by *N.J.S.A. 34:11-56a1(g)*.

33. At all relevant times, Plaintiff and all Flight Crew Members were “employees” as defined by *N.J.S.A. 34:11-56a1(h)*.

34. Under *N.J.S.A. 34:11-56a* “It is declared to be the public policy of this State to establish a minimum wage level for workers in order to safeguard their health, efficiency, and general well-being and to protect them as well as their employers from the effects of serious and

unfair competition resulting from wage levels detrimental to their health, efficiency and well-being.”

35. Under *N.J.S.A.* 34:11-56a4 Defendant was and is required to pay to Plaintiff and Plaintiff and all other Flight Crew Members the applicable Minimum Wage, which during the Class Period was \$7.25 per hour until December 31, 2013, and \$8.25 per hour since then.

36. Defendant did not pay Plaintiff and all other Flight Crew Members any compensation for these activities other than the flat \$150 per-game payment and the \$100 payment made to some Flight Crew Members for some activities, in violation of the New Jersey Wage and Hour Law, *N.J.S.A.* § 34:11-56a, *et seq.*

37. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff and all other members of the class have suffered damages including unpaid wages.

#### **DEMAND FOR RELIEF**

38. Plaintiff, individually and on behalf of all others similarly situated, demands the following relief from Defendant:

- (a) certifying this action as a class action with Plaintiff as the representative of the class;
- (b) appointing Plaintiff and her counsel to represent the class members;
- (c) declaring that Defendant’s conduct was and is unlawful under the New Jersey Wage and Hour Law;
- (d) awarding an accounting, at Defendant’s expense, of all amounts wrongfully retained from members of the class;
- (e) awarding compensatory and all other damages available under the New Jersey Wage and Hour Law;
- (f) awarding prejudgment and post-judgment interest;

(g) awarding costs and expenses of this action together with reasonable attorney's fees; and

(h) awarding such other and further relief as is available under the law.

### **JURY DEMAND**

39. Plaintiff demands trial by a jury on all of the triable issues of this Complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 4:35-1(a).

### **NOTICE PURSUANT TO RULES 1:5-1(a) AND 4:17-4(c)**

40. Plaintiff hereby demands, pursuant to Rules 1:5-1(a) and 4:17-4(c), that each party herein serving pleadings, interrogatories or any other discovery requests and receiving answers thereto, serve copies of all such pleadings, interrogatories and other discovery requests and all answers thereto received from any and all parties, including any documents, papers and other materials referred to therein, upon the undersigned attorney. This notice is a continuing demand.

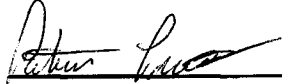
### **CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)**

41. Plaintiff hereby certifies that the dispute about which she is suing is not currently the subject of any other action pending in any other court or a pending arbitration proceeding, nor is any other action contemplated at this time. Plaintiff further certifies that no other parties should be made part of this lawsuit other than those similarly situated to Plaintiff as described in this Complaint.

### **DESIGNATION OF TRIAL COUNSEL**

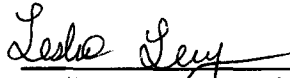
42. Patricia V. Pierce, Esquire and Thomas More Marrone, Esquire are hereby designated as trial counsel for Plaintiff, Krystal C.

**GREENBLATT PIERCE ENGLE  
FUNT & FLORES, LLC**



Patricia V. Pierce, Esquire  
Thomas More Marrone, Esquire  
*Attorneys for Plaintiff*

**LEVY VINICK BURRELL HYAMS LLP**



Leslie F. Levy, Esquire  
Sharon R. Vinick, Esquire  
*Attorneys for Plaintiff*

## **EXHIBIT A**

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made as of the 16 day of May, 2012  
(the "Effective Date") by and between New York Jets LLC, Atlantic Health Jets Training Center,  
One Jets Drive, Florham Park, NJ 07932 ("Employer") and Kristal C an individual  
residing at REDACTED (Insert Address) ("Employee").

WHEREAS, Employer owns and operates a National Football League ("NFL") Member Club known as the "New York Jets" or the "Jets" (the "Team");

WHEREAS, Employer plays its home football games at MetLife Stadium located in the MetLife Sports Complex in East Rutherford, NJ (the "Stadium");

WHEREAS, Employer has developed and established a professional cheerleading team known as the New York Jets Flight Crew (the "Flight Crew") to perform dance routines and excite the crowd at games of the Team, including, but not limited to, any Team pre-season, regular season, or playoff games in which the Team participates (each, a "Jets Game") and to make promotional appearances at other events designated by Employer (collectively, the "Services").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **Employment.** Employer employs Employee, and Employee agrees to be employed by Employer as a member of the Flight Crew on the terms and conditions set forth in this Agreement.

2. **Services.**

(a) Employee agrees to perform cheerleading and dance routines, along with such other related duties and services as may be requested by Employer at any Jets Game. Employee acknowledges and agrees that Employee may not be selected to perform at each and every Jets Game, and that Employee may, from time to time, be designated as an "alternate" member of the Flight Crew.

(b) Employee agrees to arrive at least three and one-half (3.5) hours prior to the scheduled commencement time of each Jets Game for which Employee's services have been requested and shall perform Services as directed by Employer until thirty (30) minutes after the end of the given Jets Game.

(c) Employee agrees to be available for, and participate in all practices of the Flight Crew as may be scheduled by Employer.

(d) Employee agrees to be available to perform any such related cheerleading and dance routine, or make promotional appearances at promotional and/or commercial events (other than Jets Games) sponsored by Employer or any of its affiliated entities, or a third party

("Outside Event") as may be designated by Employer from time to time during the Term (as defined below) no less than fifteen (15) times.

~~(c) In performing the Services required of Employee hereunder, Employee~~  
will utilize the best creative and artistic efforts possible, and will devote such time and energy as is necessary in order to enable the Flight Crew to present first class, professional performances. Employee agrees that she will not directly or indirectly engage in any other business activities which materially interfere with her performance of the Services hereunder.

(f) Employee shall govern herself in strict compliance with all of Employer's rules and regulations.

(g) If Employer elects to produce a calendar featuring the Flight Crew (the "Flight Crew Calendar"), Employee agrees to sell, on Employer's behalf, no less than thirty (30) Flight Crew Calendars at the sales price determined by Employer. Employer shall be entitled to retain all money collected by Employee from sales of the Flight Crew Calendar, as described herein.

(h) If Employer elects to create a "junior" Flight Crew program for children (the "Junior Flight Crew Program"), Employee agrees to perform such duties and services as may be requested by Employer at any/all Junior Flight Crew Program clinics or camps. Such Junior Flight Crew Program clinics or camps shall be scheduled on dates and locations determined in the sole discretion of Employer.

3. **Term.** The "Term" of this Agreement shall commence upon the Effective Date and shall continue until such time as it is terminated by either party upon notice, either oral or written, to the other party; provided however, the Term shall automatically expire on May 1 of the calendar year immediately following the Effective Date. The parties expressly acknowledge and agree that this Agreement and the employment of Employee by Employer is "at will" and may be terminated at any time, with or without cause, upon notice to Employee.

4. **Compensation.**

(a) In consideration of Employee providing all of the Services called for in this Agreement, Employer shall remit to Employee the following amounts:

(i) the sum of One Hundred Fifty Dollars (\$150), subject to withholding, for each Jets Game at which Employee performs; plus

(ii) the sum of One Hundred Dollars (\$100), subject to withholding, for all services performed at an Outside Event sponsored by Employer or its affiliated entities.

(b) Any sums due to Employee shall as provided for in this Paragraph 4 shall be remitted in accordance with the Employer's regular payroll practices.

(c) Employee shall be responsible for all expenses incurred in connection with traveling to performances, practices, promotional appearances and/or Outside Events in connection with the Flight Crew that occur within seventy-five (75) miles of the Stadium. For a ~~performance, practice, promotional appearance or Outside Event beyond such radius, Employer~~ shall, in its discretion, either arrange for transportation, or reimburse Employee for reasonable travel expenses in connection therewith provided Employee provides Employer with detailed written documentation thereof.

5. **Use of Marks.** Employee acknowledges that Employer is the owner of the trade names, trademarks, and logos, including, without limitation, the uniforms and uniform designs, of the Team and the Flight Crew (the "Marks"). Employee acknowledges that the Marks constitute unique and valuable property of Employer and Employee agrees not to use the Marks in any form or manner, except as specifically authorized or directed to do so by Employer, during the Term of this Agreement and thereafter.

6. **Uniform Return.** Employee understands and agrees that Employee is responsible for the care and safekeeping of her uniform and that Employee will be held responsible for its loss or damage. Employee will to return to Employer her complete Flight Crew uniform at any time on reasonable notice, or immediately upon termination.

7. **Proprietary Rights.**

(a) Employee agrees that Employer, its affiliated entities and designees (including the NFL), shall have the right, in perpetuity and throughout the world, in any and all languages formats and media, whether now known or hereafter devised, including without limitation in any telecast, in Stadium use, online, webcast or other electronic media, live or on a tape delayed basis, and without further compensation to Employee, to use the name, likeness, image, photograph, film, videotape or biographical information of Employee in order to promote the Team, the Flight Crew, and Jets Game, Team consumer products, Merchandise Product (as contemplated under Paragraph 7(b) below), Employer or any of its affiliated entities. This provision shall survive the termination or expiration of this Agreement.

(b) Employee grants to Employer, its affiliated entities and designees (including the NFL), in perpetuity and throughout the world, in any and all languages formats and media, whether now known or hereafter devised, including, without limitation in any telecast, in Stadium use, online, webcast or other electronic media, live or on a tape delayed basis, and without further compensation to Employee, the exclusive right (i) to photograph, film, videotape or otherwise record Employee's performance in or at any Jets Game and any other appearance of the Flight Crew (and/or any practice in preparation thereof) and (ii) to use, reuse, license the right to use and reuse and otherwise sell or exploit any resulting film, videotape, photography, recording or other product thereof (collectively, "Merchandise Product") by means of print, any and all forms of electronic media distribution, now existing or hereafter created (including, without limitation, standard and non-standard television, computer assisted media, webcast, video-on-demand and home video distribution).



(c) All right, title, and interest to any cheerleading or dance routines or other materials performed by the Flight Crew (including, without limitation, Employee in connection therewith), and any work product and other materials developed or created by the Flight Crew or ~~Employee in the course of Employee's employment hereunder, creative materials, concepts and~~ ideas or any other tangible and intangible property rights (collectively, the "Properties") shall be works-for-hire created by Employer, and as such, automatically be and remain the sole and exclusive property of Employer in perpetuity. At no time shall Employee have the permission or right to use the Properties for any purposes not directly related to Employee's duties under this Agreement.

8. **Non-Disparagement.** Employee shall not Disparage, or induce others to Disparage, the Team, Employer or any of its past or present owners, officers, directors or employees. "Disparage" shall mean making comments or statements to the press, Team employees or any individual or entity with whom Employer have a business relationship which a reasonable person would consider likely to adversely affect in any manner (i) the conduct of the business of Employer or (ii) the business reputation of Employer or any of its past or present owners, officers, directors or employees. Employee acknowledges that any breach or threatened breach of this provision will result in irreparable harm to Employer that cannot be remedied adequately by monetary damages; therefore, Employee agrees that in such circumstances Employer will have the right to seek injunctive relief as necessary to protect against that harm, in addition to any other and further remedies available at law or in equity. This provision shall survive the termination or expiration of this Agreement.

9. **Morals Clause.** Employee shall not engage in any conduct publicly endorsing or suggesting any affiliation with any products or services associated or related to alcoholic beverages, tobacco, firearms, adult entertainment, gambling, nutritional supplements, or any NFL-prohibited advertising category, products or services, or any conduct that reasonably could be considered scandalous or reasonably might (i) subject Employer, Employee, or the Team to public disrepute, (ii) result in adverse publicity concerning Employer and/or the Team (including, but not limited to, posing nude or semi-nude in or for any media or publication whatsoever), or (iii) have a material adverse effect upon Employer's and/or the Team's status or public perception (in Employer's good faith and reasonable judgment). Employee understands that Employee will serve as a public representative of Employer from time to time and that it is important to this employment relationship that Employee be viewed in a positive manner. Employee agrees to behave in accordance with socially acceptable mores and conventions. Employee acknowledges that any breach or threatened breach of this provision will result in irreparable harm to Employer that cannot be remedied adequately by monetary damages; therefore, Employee agrees that in such circumstances Employer will have the right to seek injunctive relief as necessary to protect against that harm, in addition to any other and further remedies available at law or in equity. This provision shall survive the termination or expiration of this Agreement.

10. **Confidentiality.** In addition to the above, Employee understands and acknowledges that as a result of or in connection with Employee's employment hereunder, Employee may be given or may obtain proprietary or confidential information about or developed by Employer, the Team, the Flight Crew, or their affiliated entities. Employee agrees and represents that

Employee will not disclose to third parties or make any use of any such proprietary or confidential information, either during or following the Term, except as directed or approved by Employer.

---

11. **Assumption of Risk.** Employee expressly assumes all risk of injury (including permanent disability and death) arising out of Employee's performance of Services hereunder, howsoever caused or arising and accepts personal responsibility for the damages following such injury, permanent disability or death.

12. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, irrespective of its choice of law provisions. Any dispute between the parties arising under or relating to this Agreement shall only be adjudicated in the federal and state courts of the State of New Jersey, and the parties hereby consent to the subject matter and personal jurisdiction of such courts to resolve those disputes.

13. **Other Appearances.**

(a) Other than as directed by Employer, during the Term of this Agreement and thereafter, Employee will not appear in any costume or uniform of the Flight Crew, make use of or reference to any Mark or other identification of Employer, or make any personal appearances or public comments in which Employee is referred to or represented as being a member of the Flight Crew, including without limitation, on personal websites (e.g., Facebook), webcasts, or other forms of the Internet or electronic media, except if approved in advance by Employer in writing. Employee acknowledges that any breach or threatened breach of this provision will result in irreparable harm to Employer that cannot be remedied adequately by monetary damages; therefore, Employee agrees that in such circumstances Employer will have the right to seek injunctive relief as necessary to protect against that harm, in addition to any other and further remedies available at law or in equity. This provision shall survive the termination or expiration of this Agreement.

(b) Employee shall not render services similar in nature to those required under the terms of this Agreement (e.g., flag and dance routines, cheerleading, personal appearances, etc.) for any other professional sports team(s), except if approved in advance by Employer in writing. Employee acknowledges that any breach or threatened breach of this provision will result in irreparable harm to Employer that cannot be remedied adequately by monetary damages; therefore, Employee agrees that in such circumstances Employer will have the right to seek injunctive relief as necessary to protect against that harm, in addition to any other and further remedies available at law or in equity. This provision shall survive the termination or expiration of this Agreement.


14. **Entire Agreement.** This Agreement expresses and contains the entire agreement and understanding between Employee and Employer with respect to the employment of Employee by Employer. There are no other agreements, understandings, arrangements or inducements oral or written, relating to thereto which are not fully expressed and contained herein. This Agreement may not be amended except by a written agreement signed by both parties. The rules,

regulations and policies of Employer and/or the Flight Crew may be amended by Employer from time to time in Employer's sole and absolute discretion.

15 Representation by Employee. Employee represents and warrants to Employer that Employee is at least eighteen (18) years of age, has no pre-existing medical condition and is aware of no legal restriction or other incapacity which would prevent Employee from providing the services to Employer required under this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective as of the day and year first above written.

NEW YORK JETS LLC

  
By: Rhymie Elhai

Title: VP, Business Affairs + General Counsel

Date: 7/18/12

  
Signature of Employee

Print Name: KRISTAL C

Date: May 16 2012